



TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

MEETING MATERIALS

December 11, 2007

CALTRANS

BAY AREA TOLL AUTHORITY

CALIFORNIA TRANSPORTATION COMMISSION





Letter of Transmittal

TO: Toll Bridge Program Oversight Committee
(TBPOC)

DATE: December 6, 2007

FR: Program Management Team (PMT)

RE: TBPOC Meeting Materials Packet – December 11, 2007

Attached is the TBPOC Meeting Materials Packet for the December 11th meeting. The packet includes memoranda and reports that will be presented at the meeting. A Table of Contents is provided following the Agenda to help locate specific topics. Items that are to be included after the mail-out will be printed on blue paper.

TBPOC MEETING
December 11, 2007, 10:00 AM - 1:00 PM
BATA/MTC Office, The Claremont Conference Room
101 Eighth Street, Oakland, CA

Topic	Presenter	Time	Desired Outcome
1. CHAIR'S REPORT	W. Kempton, CT	5 min	Information
2. CONSENT CALENDAR a. October 30, 2007 Meeting Minutes*	A. Fremier, BATA	1 min	Approval
3. PROGRESS REPORTS a. November 2007 Monthly Progress Report*** b. Draft December 2007 Monthly Progress Report c. FHWA Yearly Financial Update*	A. Fremier, BATA A. Fremier, BATA T. Anziano, CT	1 min 1 min 1 min	Information Information Approval
4. PROGRAM ISSUES a. TBSRP Capital Outlay Support (COS) Update* b. Revision to TBPOC Protocol on Cost Forecasts* c. TBPOC Overseas Site Visit to China* d. Westar Settlement Documents*	P. Lee, BATA A. Banani, CT P. Lee, BATA A. Banani, CT S. Maller, CTC T. Anziano, CT	15 min 20 min 5 min 5 min	Information Information Information Approval
5. SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES a. Construction Update (verbal) b. Project Specific Insurance (verbal) c. Jones Act* d. USI Claims Analysis: Authority to Negotiate* e. West Approach Budget Adjustment*	T. Anziano, CT T. Anziano, CT T. Anziano, CT T. Anziano, CT T. Anziano, CT	15 min 5 min 20 min 15 min 5 min	Information Information Information Approval Information
6. NEW BENICIA-MARTINEZ BRIDGE a. Project Allocation and Update*	P. Lee, BATA	10 min	Approval
7. DUMBARTON & ANTIOCH BRIDGES a. Update*	B. Maroney, CT A. Fremier, BATA	20 min	Information
8. Other Business	W. Kempton, CT		n/a
Next Meeting: Thursday, January 31, 2008, China			

* Attachments

** Final Documents still in process; to be provided as soon as available.

*** Stand alone document included in the binder.

TBPOC MEETING December 11, 2007

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3	3	PROGRESS REPORTS a. November 2007 Monthly Progress Report*** b. Draft December 2007 Monthly Progress Report c. FHWA Yearly Financial Update*
4	4	PROGRAM ISSUES a. TBSRP Capital Outlay Support (COS) Update* b. Revision to TBPOC Protocol on Cost Forecasts* c. TBPOC Overseas Site Visit to China* d. Westar Settlement Documents*
5	5	SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES a. Construction Update (verbal) b. Project-Specific Insurance (verbal) c. Jones Act* d. USI Claims Analysis: Authority to Negotiate* e. West Approach Budget Adjustment*
6	6	NEW BENICIA-MARTINEZ BRIDGE a. Project Allocation and Update*
7	7	DUMBARTON & ANTIOCH BRIDGES a. Update*
8	8	OTHER BUSINESS (No attachments)

* Attachments

** Final Documents still in process; to be provided at the meeting

*** Stand alone document included in the binder

ITEM 1: CHAIR'S REPORT

No Attachments

ITEM 2: CONSENT CALENDAR

- a. October 30, 2007 Meeting Minutes



TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

MEETING MINUTES

October 30, 2007, 1:00 PM – 4:00 PM

Caltrans Headquarters, Director's Conference Room,
1120 N Street, Sacramento, CA

Attendees: TBPOC Members: Will Kempton, Steve Heminger, and John Barna (via telephone);
PMT Members: Tony Anziano, Andy Fremier, and Stephen Maller;
Participants: Ali Banani, Michele DiFrancia, Beatriz Lacson, Peter Lee, Brian Maroney, Bart Ney, Dina Noel, Judis Santos, Bijan Sartipi, and Ken Terpstra

Convened: 1:14 PM

Items	Action
1. CHAIR'S REPORT <ul style="list-style-type: none">The Chair complimented the team for the timely distribution of the quarterly reports to the Legislature.	
2. CONSENT CALENDAR <p>BATA presented the following for approval.</p> <ol style="list-style-type: none">September 19, 2007 Meeting MinutesOctober 11, 2007 Conference Call Minutes	<ul style="list-style-type: none">The TBPOC APPROVED, with a 2-0 vote (in the absence of CTC Executive Director, who was apprised accordingly when he joined the meeting at 1:40 PM via telephone), the September 19, 2007 Meeting Minutes, and October 11, 2007 Conference Call Minutes.
3. PROGRESS REPORT <ol style="list-style-type: none">BATA presented the Draft October 2007 Monthly Progress Report for information.<ul style="list-style-type: none">Approval of this report by the TBPOC through delegated authority to the PMT is anticipated as soon as updated expenditure data and final comments are incorporated.	<ul style="list-style-type: none">The TBPOC confirmed APPROVAL of the September 2007 Monthly Progress Reports through their respective PMT members on October 2, 2007.

(continued)

Items	Action
<ul style="list-style-type: none"> b. BATA presented, for information, the Projected 3rd Quarter 2007 Report Production Schedule and the Draft Third Quarter Report, September 30, 2007. • The TBPOC was requested to grant the PMT authority to approve the Third Quarter Report, September 30, 2007 on its behalf after appropriate reviews and final comments are received (by Friday, November 2). Issue date is November 14, 2007. • Comments/discussion included: <ul style="list-style-type: none"> ○ It was noted that page 6 of the report shows a West Approach completion date of Aug 09 when there are strong indications that this will occur earlier. <ul style="list-style-type: none"> ➤ It was the consensus that the Quarterly Report should reflect the dates as they are determined on a timely basis. ➤ The PIO indicated that an early delivery of the West Approach project will certainly be a news item as soon as it is released to the Legislature. ○ In response to the Chair's reminder that an update is due the Legislature soon, the PMT noted that a Legislative Update is being planned for February 21, 2008, as shown on the 2008 TBPOC Meeting Calendar. <ul style="list-style-type: none"> ➤ Slipping this date as necessary was suggested in order to cover the status of the West Approach project. ○ It was noted that the Richmond-San Rafael Bridge will continue to be shown on this page 6 summary until the Public Access Project is completed. 	<ul style="list-style-type: none"> • The TBPOC AUTHORIZED the PMT to approve the Third Quarter Report, September 30, 2007 on its behalf, as requested, with the following changes: <ul style="list-style-type: none"> ➤ Modify the Project Complete Schedule Forecast date for SFOBB West Approach Replacement on page 6 from Aug 09 to Jan 09 (subject to validation by M. Forner/D. Turchon) ➤ Add a line below the above item for Open to Traffic Date of Apr 08 (subject to validation by M. Forner/D. Turchon). • The PIO to monitor dates and arrange for the appropriate press release communicating the earlier than forecast completion date of the West Approach Replacement Project.

(continued)

Items	Action
<p>4. PROGRAM ISSUES</p> <p>a. TBSRP Capital Outlay Support (COS) Update</p> <ul style="list-style-type: none">• The Department and BATA gave a COS update and a slide presentation covering the Current Budget Status, FY COS Work Plan and Allocation Development Timeline, COS Risks, Risk Analysis and Risk Mitigation Strategies.• Comments/discussion included:<ul style="list-style-type: none">○ COS, including known and planned expenditures, as well as identified risks, exceeds the AB144 Budget. This is primarily due to the addition of one year to the SAS schedule after the passage of AB144, increased overhead rates, and increased salary rates.○ The Chair stressed the importance of working as a fully integrated team in the development and management of capital outlay support. BATA, CTC, and the Department are to work together in determining work load levels and needs, work planning and the allocation development process.○ In the absence of a structural approach being developed or outside help being solicited to measure efficiency, it is the Department's general observation that there is a high level of efficiency program-wide.○ The presentation identified rising State Overhead Rates as a risk.○ The question arose as to the appropriate level of Department support in China.<ul style="list-style-type: none">➤ Overseas staffing is being achieved via the graduated	<ul style="list-style-type: none">• Staff of the Toll Bridge Finance Team (Ali Banani) to provide the PMT a breakdown of the overhead rates presented.• Toll Bridge Finance Team to include anticipated increased cost in consultant overhead rates.• The Department to provide an update on the China operations

(continued)

Items	Action
<p>approach (by ramping up gradually).</p> <ul style="list-style-type: none"> ➤ With recent negative press covering China-made products, the Department assured the TBPOC that ZPMC is a qualified fabricator, being watched by ABF every step of the way. ○ Caution was raised regarding pulling back on COS as this could negatively impact schedule; lack of resources could slowdown operations and disrupt early delivery. ○ Accelerating the project schedule, however, could also help minimize the COS and achieve maximum savings. ○ A chart outlining the COS Baseline, Risk Management Forecast, Potential Savings and Staffing Changes was handed out by the BATA Executive Director and discussed. ○ Overall, develop an approach in managing COS and identify opportunities that we are not taking advantage of, redundant tasks, etc. <p>b. SFOBB Coordination of Permit Requirements with Related External Planning</p> <ul style="list-style-type: none"> • The Department gave an overview of on-going and upcoming planning efforts regarding development of the Oakland Spit (the peninsula that currently houses the toll plaza and eastern end of the San Francisco-Oakland Bay Bridge) involving the Department and various stakeholder agencies. The specific East Span efforts are based on permit and agreement requirements covering the following: 	<p>staffing at the December 11, 2007 TBPOC meeting.</p> <ul style="list-style-type: none"> • The PIO/CPT to develop talking points to address public questions and concerns in this regard. • The PMT to provide at the TBPOC December 11, 2007 meeting a further evaluation of the following: <ol style="list-style-type: none"> 1. Opportunity Schedule: potential related cost savings from schedule acceleration. 2. Level of Staffing/ Overlay: Identify the cost of support that District and Headquarters personnel provide, level and reason for their involvement. Assess consultants, BATA/BAMC numbers, as well. 3. China: Evaluate levels of staffing (vis-a-vis number of ABF personnel), analyze assumptions and identify potential cost savings.

(continued)

Items	Action
<ul style="list-style-type: none"> ○ San Francisco Bay Conservation and Development Commission (BCDC) Permit 8-01 (public access requirements) and ○ Memorandum of Agreement (MOA) under Section 106 of the National Historic Preservation Act (NHPA). • Comments/discussion included: <ul style="list-style-type: none"> ○ The Department has initiated a research and coordination effort involving interested parties. ○ It was suggested that the TBPOC consider hosting a meeting early next year, on-site, with key stakeholders, to expand on the initial planning and research efforts. <ul style="list-style-type: none"> ➤ This will provide an opportunity to brainstorm ideas and participate in an open dialogue about the future of the Gateway Park site. ➤ The Department provided a preliminary list of potential invitees. 	<ul style="list-style-type: none"> • The TBPOC AGREED to host a coordination meeting on-site, in early 2008, with key stakeholders. Ensure that during the meeting, expectations are managed and the results of the meeting serve as a historical document.
<p>5. SAN FRANCISCO-OAKLAND BAY BRIDGE (SFOBB) UPDATES</p> <p>a. Yerba Buena Island</p> <p>1) Update: Labor Day Weekend Closure for Detour West Tie-In Work/YBI Viaduct Replacement</p> <ul style="list-style-type: none"> • Agenda item deferred. <p>2) The Department presented the following Contract Change Orders to the TBPOC to confirm their approval:</p> <p>a) CCO No. 91 Supplement 1 – \$8,463,159 for additional time-related overhead (TRO) associated with the significant extension of the duration of this contract;</p>	<ul style="list-style-type: none"> • The TBPOC APPROVED CCO Nos. 91 S1 and 73, as presented, with the incorporation of BATA-requested revisions to the CCO 73 memorandum.

(continued)

Items	Action
<p>b) CCO No. 73 – \$62,958,990 for the balance of the remaining advance foundation work for the YBITS.</p> <ul style="list-style-type: none"> ○ The above two CCO's are included in the Implementation Memo approved by the TBPOC on July 27, 2007, which covers all currently known CCO's needed for the various elements of work on YBI Detour and Transition Structure advance work currently estimated at \$334 million. <p>2) Budget Balance Beam (BBB)</p> <ul style="list-style-type: none"> • The Department presented an updated BBB based on a new risk management analysis performed consistent with the breakdown of the categories of work defined in the Implementation Memo. ○ The BBB shows a forecast at completion of \$400 million, \$66.56 million more than currently budgeted. A forecast revision in the 4th Quarter is anticipated with the likely occurrence of certain defined risks. <p>b. SAS and OTD General Update</p> <ul style="list-style-type: none"> • Agenda item deferred. <p>c. Project-Specific Insurance</p> <ul style="list-style-type: none"> • The Department summarized the background, key issues, options and cost to replace the project-specific professional liability insurance procured for the SFOBB East Span Seismic Safety Project (ESSSP). • Comments/discussion included: ○ The Department recommends 	<ul style="list-style-type: none"> • Revise the YBI Detour (SSD) forecast in the 4th Quarter. • Revise approach to forecasting schedule and budget. Present the current TBPOC protocol and how we approach forecasting to date and compare with how we would approach forecasting if we were to implement a new/revised method. Provide/walk through an example. • The PMT to develop approach and present to the TBPOC at the December 11, 2007 meeting. <ul style="list-style-type: none"> • The PMT to confer with the Joint Venture to determine what options are available to the TBPOC, and present again to the TBPOC for action on December 11, 2007.

(continued)

Items	Action
<p>that the TBPOC approve re-negotiating a replacement program now to obtain a reasonable amount of savings and maintain good relations with the Joint Venture.</p> <p>d. Jones Act</p> <ul style="list-style-type: none"> • Agenda item deferred. <p>e. Skyway Project Closeout</p> <ul style="list-style-type: none"> • Agenda item deferred. 	<ul style="list-style-type: none"> • The TBPOC requested that written memos be provided for the “For Information Only” agenda items.
<p>6. NEW BENICIA-MARTINEZ BRIDGE</p> <p>a. BASE Security System</p> <ul style="list-style-type: none"> • BATA presented, for TBPOC approval, the transfer of \$3.0 million in available contract contingency funds from the New Benicia-Martinez Bridge Contract (04-00603_) to a Director’s Order to install the Bay Area Security Enhancement (BASE) System on the new bridge (04-4A740_). • Comments/discussion included: <ul style="list-style-type: none"> ○ The Department’s District 4 Maintenance staff has been working with the California Highway Patrol to develop a security plan for the new bridge as part of the overall BASE Project. Currently, there is no security on the bridge. ○ The Department has requested an allocation of \$3.0 million to fund the installation of the BASE system on the new bridge. To expedite the work, the contract would be advertised as a “Director’s Order”. <ul style="list-style-type: none"> ➤ It was noted that invoking the Director’s Order is a serious matter and not to be taken lightly. ○ BATA proposes to transfer previously allocated and 	<ul style="list-style-type: none"> • The TBPOC APPROVED the transfer of \$3.0 million from the New Benicia-Martinez Bridge Contract to install the Bay Area Security Enhancement (BASE) System on the new bridge, as presented, with the following direction to staff: <ul style="list-style-type: none"> ➤ Further analyze the use of Director’s Order vs. the direct bid process, to ensure that the former is not being invoked needlessly.

(continued)

Items	Action
<p>available Regional Measure I funds from the New Benicia-Martinez Bridge Contract (04-00603_) to the BASE Security Cameral Contract (04-4A740_). The transfer would not impact the overall budget for the New Benicia-Martinez Bridge Project.</p> <ul style="list-style-type: none">○ The BASE cameras would be installed at various locations around the bridge, and is not expected to impact traffic.	
<p>7. Other Business</p> <ul style="list-style-type: none">• The TBPOC reconvened in the Chair's office for a closed-door discussion.	

Adjourned: 4:00 PM

APPROVED BY:

WILL KEMPTON, Director
California Department of Transportation

Date

JOHN F. BARNA, Jr., Executive Director
California Transportation Commission

Date

STEVE HEMINGER, Executive Director
Bay Area Toll Authority

Date

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Andrew Fremier, Deputy Executive Director, BATA

RE: Agenda No. - 2a
Consent Calendar
Item- October 30, 2007 Meeting Minutes

Recommendation:
APPROVAL

Cost:
N/A

Schedule Impacts:
N/A

Discussion:
The Program Management Team has reviewed and requests TBPOC approval of the minutes for the October 30, 2007 meeting.

Attachment:
October 30, 2007 Meeting Minutes

ITEM 3: PROGRESS REPORTS

ITEM 3: PROGRESS REPORTS

- a. November 2007 Monthly Progress Report
- b. Draft December 2007 Monthly Progress
Report

TO: Toll Bridge Program Oversight Committee **DATE:** December 6, 2007
(TBPOC)

FR: Andrew Fremier, Deputy Executive Director, BATA

RE: Agenda No. - 3a, b
Progress Reports
Item- November 2007 Monthly Progress Report
Draft December 2007 Monthly Progress Report

Recommendation:

For Information Only / Approval Confirmation

Cost:

N/A

Schedule Impacts:

N/A

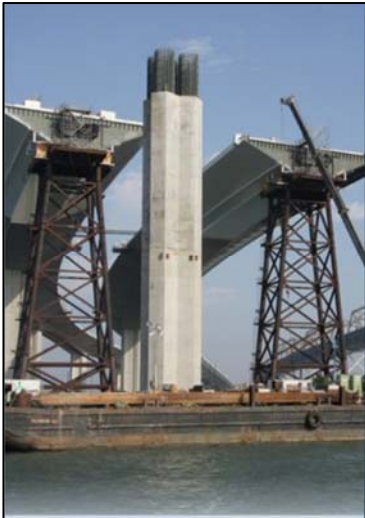
Discussion:

The PMT approved the October 2007 and November 2007 Monthly Progress Reports through delegated TBPOC authority on November 5, 2007 and December 5, 2007, respectively, and requests TBPOC confirmation of these approvals. Included inside the binder cover is a copy of the final November 2007 Monthly Progress Report.

TBPOC approval of the draft December 2007 Monthly Progress Report (currently in development), through PMT delegation, is anticipated as soon as updated expenditure data and final comments are incorporated.

Attachments:

November 2007 Monthly Progress Report



Toll Bridge Seismic Retrofit and Regional Measure 1 Programs

Monthly Progress Report November 2007



**TOLL BRIDGE PROGRAM
OVERSIGHT COMMITTEE**

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

Released: December 2007



Toll Bridge Seismic Retrofit and Regional Measure 1 Programs

Monthly Progress Report
November 2007

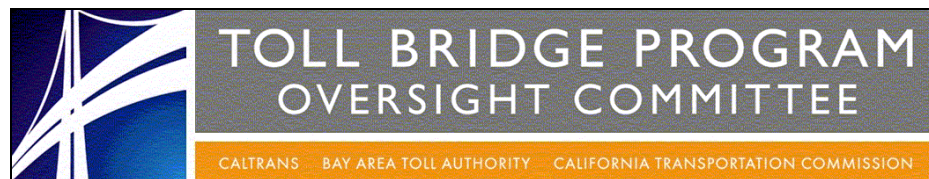
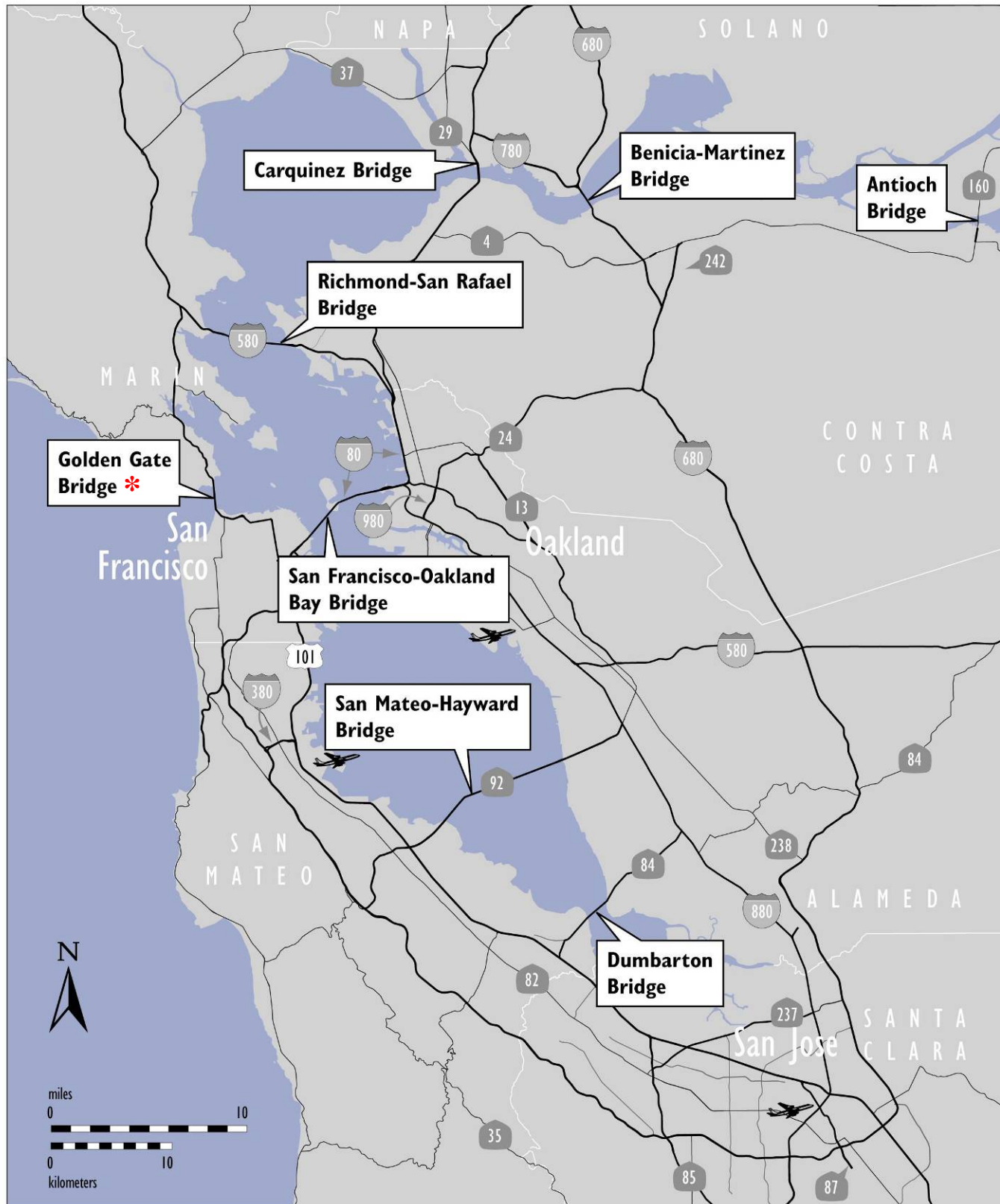


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Toll Bridges of the San Francisco Bay Area



* Under the Jurisdiction of the Golden Gate Bridge, Highway and Transportation District

INTRODUCTION

In July 2005, Assembly Bill 144, (AB 144) Hancock created the Toll Bridge Project Oversight Committee (TBPOC) to implement a project oversight and project control process for the Benicia-Martinez Bridge project and the state toll bridge seismic retrofit program projects. Comprising the Caltrans' Director, the Bay Area Toll Authority (BATA) Executive Director and the Executive Director of the California Transportation Commission (CTC), the TBPOC's project oversight and control processes include, but are not limited to, reviewing bid specifications and documents, providing field staff to review ongoing costs, reviewing and approving significant change orders and claims in excess of \$1 million (as defined by the committee) and preparing project reports.

AB 144 identified the Toll Bridge Seismic Retrofit Program and the new Benicia-Martinez Bridge Project as being under the direct oversight of the TBPOC. The Toll Bridge Seismic Retrofit Program includes:

Toll Bridge Seismic Retrofit Projects	Seismic Safety Status
San Francisco-Oakland Bay Bridge East Span Replacement	Construction
San Francisco-Oakland Bay Bridge West Approach Replacement	Construction
San Francisco-Oakland Bay Bridge West Span Seismic Retrofit	Complete
San Mateo-Hayward Bridge Seismic Retrofit	Complete
Richmond-San Rafael Bridge Seismic Retrofit	Complete
Eastbound Carquinez Bridge Seismic Retrofit	Complete
New Benicia-Martinez Bridge Seismic Retrofit	Complete
San Diego-Coronado Bridge Seismic Retrofit	Complete
Vincent Thomas Bridge Seismic Retrofit	Complete

The new Benicia-Martinez Bridge is part of a larger program of toll-funded projects, called the Regional Measure 1 (RM1) Toll Bridge Program, under the responsibility of the BATA. While the rest of the projects in the RM1 program are not directly under the responsibility of the TBPOC, BATA and Caltrans (CT) will continue to report on their progress as an informational item. The RM1 program includes:

RM1 Projects	Open to Traffic Status
1927 Carquinez Bridge Demolition	Construction
Interstate 880/State Route 92 Interchange Reconstruction	Construction
New Benicia-Martinez Bridge	Open
Richmond-San Rafael Bridge Deck Overlay Rehabilitation	Open
Richmond-San Rafael Bridge Trestle, Fender & Deck Joint Rehabilitation	Open
Westbound Carquinez Bridge Replacement	Open
San Mateo-Hayward Bridge Widening	Open
State Route 84 Bayfront Expressway Widening	Open
Richmond Parkway	Open

This report focuses on identifying critical project issues and monitoring project cost and schedule performance for the projects as measured against approved budgets and schedule milestones. This report is intended to fulfill Caltrans' requirement to provide monthly project progress reporting to the TBPOC under Section 30952.05 of the Streets and Highway Code.

EXECUTIVE SUMMARY

Toll Bridge Seismic Retrofit Program—Cost (\$ Millions)

Project	Work Status	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast*	At- Completion Variance	Cost Status
a	b	c	d	e = c + d	f	g	h = g - e	i
SFOBB East Span Replacement Project								
Capital Outlay Support		959.4	-	959.4	543.7	977.1	17.7	●
Capital Outlay Construction								
Skyway	Construction	1,293.0	-	1,293.0	1,192.1	1,293.0	-	●
SAS E2/T1 Foundations	Construction	313.5	-	313.5	252.9	313.5	-	●
SAS Superstructure	Construction	1,753.7	-	1,753.7	308.6	1,767.4	13.7	●
YBI Detour	Design/Const	131.9	202.5	334.4	116.6	334.4	-	●
YBI Transition Structures	Design	299.3	(23.2)	276.1	-	276.1	-	●
* YBITS Contract No. 1					-	214.3		
* YBITS Contract No. 2					-	58.5		
* YBITS Contract No. 3 - Landscape					-	3.3		
Oakland Touchdown (OTD)		283.8	-	283.8	19.1	302.5	18.7	
* OTD Submarine Cable	Complete				7.8	9.6		●
* OTD No. 1 (Westbound)	Construction				11.3	226.5		●
* OTD No. 2 (Eastbound)	Design				-	62.0		●
* OTD Electrical Systems	Design				-	4.4		●
Existing Bridge Demolition	Design	239.2	-	239.2	-	222.0	(17.2)	●
Stormwater Treatment Measures	Construction	15.0	3.3	18.3	15.1	18.3	-	●
East Span Completed Projects		90.3	-	90.3	89.2	90.3	-	
Right-of-Way and Environmental Mitigation		72.4	-	72.4	38.8	72.4	-	●
Other Budgeted Capital		35.1	(3.3)	31.8	0.6	7.7	(24.1)	
Total SFOBB East Span Replacement Project		5,486.6	179.2	5,665.8	2,576.7	5,674.7	8.9	
SFOBB West Approach Replacement	Construction							●
Capital Outlay Support		120.0	-	120.0	99.1	120.0	-	
Capital Outlay Construction		309.0	-	309.0	259.9	309.0	-	●
Total SFOBB West Approach Replacement		429.0	-	429.0	359.0	429.0	-	
Richmond-San Rafael Bridge Retrofit	Complete							●
Capital Outlay Support		134.0	(7.0)	127.0	126.7	127.0	-	
Capital Outlay Construction & Right-of-Way		780.0	(82.0)	698.0	666.6	698.0	-	
Total Richmond-San Rafael Bridge Retrofit		914.0	(89.0)	825.0	793.3	825.0	-	
Program Completed Projects	Complete							
Capital Outlay Support		219.8	-	219.8	219.4	219.8	-	
Capital Outlay Construction		705.6	-	705.6	698.1	705.6	-	
Total Program Completed Projects		925.4	-	925.4	917.5	925.4	-	
Miscellaneous Program Costs		30.0	-	30.0	24.7	30.0	-	
Program Contingency		900.0	(90.2)	809.8	-	800.9	(8.9)	
Total Toll Bridge Seismic Retrofit Program		8,685.0	-	8,685.0	4,671.2	8,685.0	-	

- Within Approved Current Schedule and Budget
- Potential Cost and Schedule Impacts: Possible future need for Program Contingency Allocation
- Known Cost and Schedule Impacts: Request for Program Contingency Allocation forthcoming

*Current contract allotment to install two submarine electrical cables is \$11.5 million. Additional non-program funding to support this allocation beyond the \$9.6 million of available program funds has been made available by the Treasure Island Development Authority.

Notes: Details may not sum to totals due to rounding effects.

Forecasts for the Monthly Reports are generally updated on a quarterly basis in conjunction with Risk Analysis assessments for the TBSRP Projects and the TBSRP Quarterly Reports.

Toll Bridge Seismic Retrofit Program—Schedule

Project	AB 144 / SB 66 Project Complete Baseline (07/2005)	Approved Changes (Months)	Project Complete Current Approved Schedule (10/2007)	Project Complete Schedule Forecast (10/2007)	Schedule Variance (Months)	Schedule Status	Remarks
a	b	c	d = b + c	e	f = e - d	g	h
SFOBB East Span Replacement Project							
Skyway	Apr 07	8	Dec 07	Dec 07	-	●	See page 11.
SAS E2/T1 Foundations	Jun 08	(3)	Mar 08	Mar 08	-	●	
SAS Superstructure	Mar 12	12	Mar 13	Mar 13	-	●	See Note.
YBI Detour	Jul 07	36	Jun 10	Jun 10	-	●	See discussion on pages 18 and 19.
YBI Transition Structures	Nov 13	12	Nov 14	Nov 14	-	●	
Oakland Touchdown (OTD)	Nov 13	12	Nov 14	Nov 14	-	●	See Note.
• OTD Submarine Cable	n/a		Jan 08	Jan 08	-	●	
• OTD Westbound	n/a		Jan 10	Jan 10	-	●	
• OTD Eastbound	n/a		Nov 14	Nov 14	-	●	
Existing Bridge Demolition	Sep 14	12	Sep 15	Sep 15	-	●	See Note.
Stormwater Treatment Measures	Mar 08	-	Mar 08	Mar 08	-	●	
◆ Open to Traffic Date: Westbound	Sep 11	12	Sep 12	Sep 12	-	●	See Note.
◆ Open to Traffic Date: Eastbound	Sep 12	12	Sep 13	Sep 13	-	●	See Note.
SFOBB West Approach Replacement	Aug 09	-	Aug 09	Jan 2009	(7)	●	
◆ Open to Traffic Date: Mainline	n/a	-	Apr 2008	Apr 2008	-	●	
Richmond-San Rafael Bridge							
• Seismic Retrofit	Aug 05	-	Aug 05	Oct 05	2	●	Seismic retrofit completed July 29, 2005. Formal acceptance of contract October 28, 2005. \$89 million has been transferred to Program Contingency.
• Public Access Project	n/a	-	May 07	Aug 07	3	●	See page 32.

Note: Schedules for selected projects and the Open to Traffic dates were extended by 12 months from the AB144/SB66 baseline schedule due to Addenda #5 and #7 on the SAS Superstructure contract.

Regional Measure 1 Program—Cost (\$ Millions)

Project	Work Status	BATA Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast*	At- Completion Variance	Cost Status
a	b	c	d	e = c + d	f	g	h = g - e	i
New Benicia-Martinez Bridge Project	Construction							●
Capital Outlay Support		157.1	36.5	193.6	176.3	189.1	(4.5)	
Capital Outlay Construction		861.6	176.0	1,037.6	952.4	1,037.6	-	
Capital Outlay Right-of-Way		20.4	(0.1)	20.3	12.4	20.3	-	
Project Reserve		20.8	1.7	22.5	-	27.0	4.5	
Total New Benicia-Martinez Bridge Project		1,059.9	214.1	1,274.0	1,141.1	1,274.0	-	
Carquinez Bridge Replacement Project	Construction							●
Capital Outlay Support		124.4	(0.2)	124.2	121.7	122.4	(1.8)	
Capital Outlay Construction		381.2	3.2	384.4	374.3	384.5	0.1	
Capital Outlay Right-of-Way		10.5	-	10.5	9.9	10.4	(0.1)	
Project Reserve		12.1	(3.0)	9.1	-	0.9	(8.2)	
Total Carquinez Bridge Replacement Project		528.2	-	528.2	505.9	518.2	(10.0)	
I-880/SR-92 Interchange Reconstruction	Construction							●
Capital Outlay Support		28.8	26.2	55.0	33.7	55.0	-	
Capital Outlay Construction		94.8	60.2	155.0	-	155.0	-	
Capital Outlay Right-of-Way		9.9	5.1	15.0	8.8	15.0	-	
Project Reserve		0.3	19.7	20.0	-	20.0	-	
Total I-880/SR-92 Interchange Reconstruction		133.8	111.2	245.0	42.5	245.0	-	
Program Completed Projects	Complete							
Capital Outlay Support		62.0	(5.0)	57.0	57.4	58.8	1.8	
Capital Outlay Construction		324.4	3.6	328.0	308.0	314.0	(14.0)	
Capital Outlay Right-of-Way		1.7	-	1.7	0.5	0.8	(0.9)	
Project Reserve		2.6	1.4	4.0	-	6.6	2.6	
Total Program Completed Projects		390.7	-	390.7	365.9	380.2	(10.5)	
Total Regional Measure 1 Program		2,112.6	325.3	2,437.9	2,055.4	2,417.4	(20.5)	

● Within Approved Current Schedule and Budget

● Potential Cost and Schedule Impacts: Possible future need for Program Contingency Allocation

● Known Cost and Schedule Impacts: Request for Program Contingency Allocation forthcoming

Note: Details may not sum to totals due to rounding effects.

Forecasts for the Monthly Reports are generally updated on a quarterly basis in conjunction with Risk Analysis assessments for the TBSRP Projects and the TBSRP Quarterly Reports.

Regional Measure 1 Program—Schedule

Project	BATA Project Complete Baseline (07/2005)	Approved Changes (Months)	Project Complete Current Approved Schedule (10/2007)	Project Complete Schedule Forecast (10/2007)	Schedule Variance (Months)	Schedule Status	Remarks
a	b	c	d = b + c	e	f = e - d	g	h
New Benicia-Martinez Bridge Project							
• New Benicia-Martinez Bridge	Dec 07	-	Oct 07	Oct 07	-	●	Bridge was opened on August 25, 2007.
• I-680/I-780 Interchange Replacement	Dec 07	-	Dec 07	Dec 07	-	●	
• Open to Traffic Date	Dec 07	-	Aug 07	Aug 07	-	●	
1927 Carquinez Bridge Demolition Project	Dec 07	-	Dec 07	Dec 07	-	●	
I-880/SR-92 Interchange Reconstruction	Dec 10	-	Jun 11	Jun 11		●	Contract was awarded on August 28, 2007 with the approval of the State budget.

Highlights of Project/Program Activities and TBPOC Actions for November 2007

Toll Bridge Seismic Retrofit Program

SFOBB East Span Seismic Replacement Project

- ◆ On the Yerba Buena Island (YBI) Detour Contract, Caltrans and its contractor are now focusing on completing the YBI Advanced Work and the detour viaduct to be constructed just south of the existing bridge. The second shipment of viaduct steel has arrived at the Port of San Francisco. The 65% design of the East Tie-in was delivered.
- ◆ On the Self-Anchored Suspension Span (SAS) E2/T1 Foundation Contract, Caltrans and its contractor have completed most of the eastbound and westbound E2 foundation. Work is ongoing on the E2 fenders as well as the column and piles head connections at the T1 foundation.
- ◆ The Skyway Contract will be substantially complete in December 2007. Minor punchlist work on hand railings, overhead signage and other work will be completed over the next month.
- ◆ On the SAS Superstructure Contract, Caltrans and its contractor are working on final trial mock-ups of the steel tower and deck sections. Civil construction work has started at the W2 foundation with falsework for the pier table. The contractor has fabricated five barge modules (out of nine) of the shearleg barge crane in Portland, Oregon and has started fabrication of the crane in China. The contractor has also started the temporary work at W2 that will support the SAS during erection.

SFOBB West Approach Seismic Retrofit Project

- ◆ On the San Francisco-Oakland Bay Bridge West Approach Project, Caltrans is continuing with the final major phase of the project – the reconstruction of the eastbound I-80 approach structure from 5th Street to the San Francisco anchorage. Caltrans is forecasting that the final mainline traffic switch will occur in the spring of 2008. Overall, the contract is forecast to be completed in early January 2009.

Richmond-San Rafael Bridge Seismic Retrofit Project

- ◆ On Richmond-San Rafael Bridge Seismic Retrofit Project, Caltrans is concluding negotiations with regulatory agencies on pile driving issues and impacts to fisheries. A settlement is pending.

Regional Measure 1 Program

New Benicia-Martinez Bridge Project

- ◆ On the New Benicia-Martinez Bridge Contract, the new bridge has been opened to traffic. Caltrans and its Caltrans contractors have completed the final punchlist items, and the project was accepted on September 28, 2007. The Proposed Final Estimate (PFE) was issued to the Contractor on November 6, 2007.
- ◆ On October 31, 2007, Caltrans opened bids on a contract to modify the existing Benicia-Martinez Bridge to southbound only traffic. The apparent low bid was \$19.4 million less than the engineer's estimate. Caltrans design has reviewed the bid prices and recommended the contract award to American Civil Constructors and Top Grade Construction Joint Venture. Contract Headquarters is currently working to award the contract prior to November 28, 2007. The contract is expected to take approximately two years.

I-880/SR-92 Interchange Project

- ◆ On the Interstate 880/State Route 92 Interchange Contract, the contract has been awarded to a joint venture of FCI Constructors and Granite Construction. Caltrans approved the contract on September 28, 2007 and the first contract day of the project was October 26, 2007. Field mobilization has started, and work on the striping and installation of k-rails has commenced. Caltrans is working with utility companies on final electrical and telecommunication relocation.

New Carquinez Bridge Project

- ◆ On the 1927 Carquinez Bridge Demolition Contract, Caltrans and its contractor have completely removed the old Carquinez Bridge. With the completion in September of the westbound HOV lane from Cumming Skyways to Route 4 (under a separate Caltrans contract), Caltrans opened the westbound HOV lane across the Zampa Bridge to Cummings Skyway on November 17, 2007. The contract will be substantially complete in December 2007. Minor punchlist and add-on drainage and security work will be completed over the next several months as Caltrans accepts the contract.



The New Carquinez Bridge From the North East

PROJECT / CONTRACT REPORTS

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Summary

- Skyway Contract
- Self-Anchored Suspension (SAS) E2/T1 Foundations Contract
- Self-Anchored Suspension (SAS) Superstructure Contract
- Yerba Buena Island (YBI)
 - Yerba Buena Island (YBI) Detour Contract
 - Yerba Buena Island (YBI) Transition Structure Contracts
- Oakland Touchdown (OTD)
 - Oakland Touchdown (OTD) Submarine Cable Relocation Contract
 - Oakland Touchdown (OTD) #1 Contract
 - Oakland Touchdown (OTD) #2 Contract
- Other Major Contracts
- Other Contracts and Related Project Work

San Francisco-Oakland Bay Bridge (SFOBB) West Approach Replacement Project

Richmond-San Rafael Bridge Seismic Retrofit Project

Other Completed Seismic Retrofit Projects



Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Summary

Project Description: The East Span will be seismically retrofitted through the complete replacement of the existing span. The remaining effort for this project consists of the following contracts: Skyway—construction of two parallel concrete structures, each approximately 1.3 miles in length; Self-Anchored Suspension (SAS) Foundation—construction of SAS marine foundations; SAS Superstructure—construction of a self-anchored 385-meter main span superstructure incorporating a 160-meter fabricated structural steel tower with a main cable and inclined suspenders that will support steel orthotropic decks; Yerba Buena Island (YBI) Detour—design and construction of a temporary double-deck bypass structure that will detour traffic to the existing SFOBB while completing the westerly permanent tie-in structure of the new East Span at Yerba Buena Island; YBI Structures—construction of a new structure connecting the western end of the self-anchored suspension to the Yerba Buena Island viaduct, which will be retrofitted; Oakland Touchdown—at the Oakland end of the East Span, construction of two parallel, cast-in-place post-tensioned concrete viaducts, which join the Skyway to the at-grade Oakland approach fill; and Existing Bridge Demolition—demolition of the existing 1936 SFOBB East Span structure after the construction and placement of traffic onto the new East Span.

SFOBB East Span Replacement Cost Summary (\$ Millions)

Contract	AB 144/ SB 66 Budget	Approved Changes	Current Approved Budget	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	959.4	-	959.4	543.7	977.1	17.7
Capital Outlay	-	-	-	-	-	-
Skyway	1,293.0	-	1,293.0	1,192.1	1,293.0	-
SAS E2/T1 Foundations	313.5	-	313.5	252.9	313.5	-
SAS Superstructure	1,753.7	-	1,753.7	308.6	1,767.4	13.7
YBI Detour	131.9	202.5	334.4	116.6	334.4	-
YBI Transition Structures	299.3	(23.2)	276.1	-	276.1	-
* YBITS 1				-	214.3	
* YBITS 2				-	58.5	
* YBITS 3 - Landscape				-	3.3	
Oakland Touchdown	283.8	-	283.8	19.1	302.5	18.7
* OTD Submarine Cable				7.8	9.6	
* OTD Westbound				11.3	226.5	
* OTD Eastbound				-	62.0	
* OTD Electrical Systems				-	4.4	
Existing Bridge Demolition	239.2	-	239.2	-	222.0	(17.2)
Stormwater Treatment Measures	15.0	3.3	18.3	15.1	18.3	-
East Span Completed Projects	90.3	-	90.3	89.2	90.3	-
Right-of-Way and Environmental Mitigation	72.4	-	72.4	38.8	72.4	-
Other Budgeted Capital	35.1	(3.3)	31.8	0.6	7.7	(24.1)
TOTAL	5,486.6	179.2	5,665.8	2,576.7	5,674.7	8.9

SFOBB East Span Replacement Schedule Summary

Contract	AB 144/SB 66 Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
Skyway	April 2007	8	December 2007	December 2007	-
YBI Detour*	July 2007	36	June 2010	June 2010	-
Stormwater Treatment Measures	March 2008	-	March 2008	March 2008	-
SAS E2/T1 Foundations	June 2008	(3)	March 2008	March 2008	-
SAS Superstructure	March 2012	12	March 2013	March 2013	-
Oakland Touchdown (OTD)	November 2013	12	December 2014	December 2014	-
* OTD Submarine Cable	n/a		January 2008	January 2008	-
* OTD No. 1 (Westbound)	n/a		January 2010	January 2010	-
* OTD No. 2 (Eastbound)	n/a		November 2014	November 2014	-
YBI Transition Structure*	November 2013	12	November 2014	November 2014	-
Existing Bridge Demolition*	September 2014	12	September 2015	September 2015	-
Open to Traffic: Westbound	September 2011	12	September 2012	September 2012	-
Open to Traffic: Eastbound	September 2012	12	September 2013	September 2013	-

*Contract schedules being further assessed due to changes in SAS schedule.

Project Status: Construction is substantially complete for the Skyway contract. Construction is currently on going for the YBI Detour, SAS Superstructure, SAS E2/T1 Foundations and Stormwater Treatment Measures OTD #1 (Westbound) contracts. Contracts in design include the OTD #2 (eastbound), the YBI Transition Structure (YBITS) Contract #1, YBITS Contract #2 and the Existing Bridge Demolition contract. Design of each contract is proceeding per its schedule requirements. The OTD #1 project start date was August 22, 2007. SAS Superstructure construction is ongoing.

Project Issues: All projects except Demolition have a Risk Response Team and a Risk Register incorporating quantitative risk analyses. A preliminary risk register has also been developed for Capital Outlay Support (COS) costs, as well as a program-level risk register that captures risks common to all project. The development of a quantitative COS risk analysis is in progress. The Risk Response Teams have focused attention on developing and executing risk response actions for their most significant risks. Many of the actions have been effective, as evidenced by a reduction of risk impacts on the Skyway and E2/T1 contracts from the previous quarter. The effort to develop and execute risk response actions to mitigate the cost and schedule impacts posed by risk issues continues to be a high priority.

Recent TBPOC Actions: See the following contract detail pages for specific TBPOC actions on East Span contracts.

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► SKYWAY CONTRACT

Contract Description: The Skyway contract constructs two parallel pre-cast concrete approach spans from Oakland to the self-anchored suspension span near Yerba Buena Island.

Skyway Cost Summary (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
East Span - Skyway						
Capital Outlay Support	197.0	-	197.0	172.1	197.0	-
Capital Outlay Construction	1,293.0	-	1,293.0	1,192.1	1,293.0	-
TOTAL	1,490.0	-	1,490.0	1,364.2	1,490.0	-

Note: Details may not sum to totals due to rounding effects.

Skyway Schedule Summary

Contract	AB 144/SB 66 Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
East Span - Skyway	April 2007	8	December 2007	December 2007	-

Contract Status: The Skyway Contract will be substantially complete in December 2007. Minor punchlist work on hand railings, overhead signage and other work will be completed over the next month. The eastbound and westbound structures are 100% complete with the erection of all segments and the eastbound polyester overlay has also been completed.

Contract Issues:

Issue	Mitigating Action
KFM issued 15 NOPCs on behalf of USI for welding issues related to the fabrication of the Steel Orthotropic Box Girders (SOBG).	USI completed the fabrication of the SOBG. All NOPCs filed were heard by the Dispute Review Board. Caltrans is evaluating USI's cost claims.

Recent TBPOC Actions: None.

Contract Photographs



Skyway - Finishing Work on the Barrier Rail



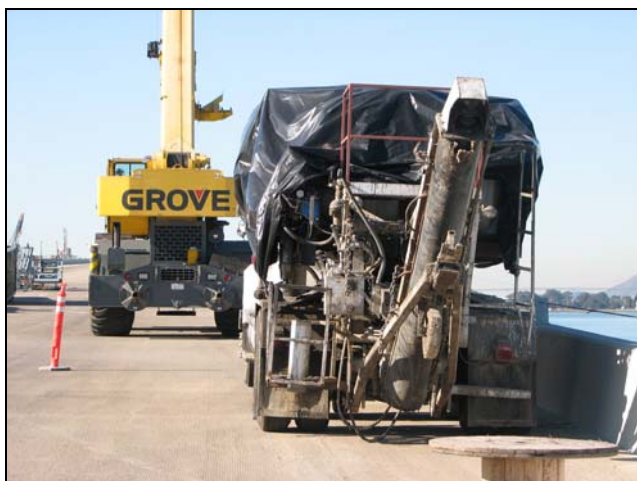
Skyway - Finishing Work



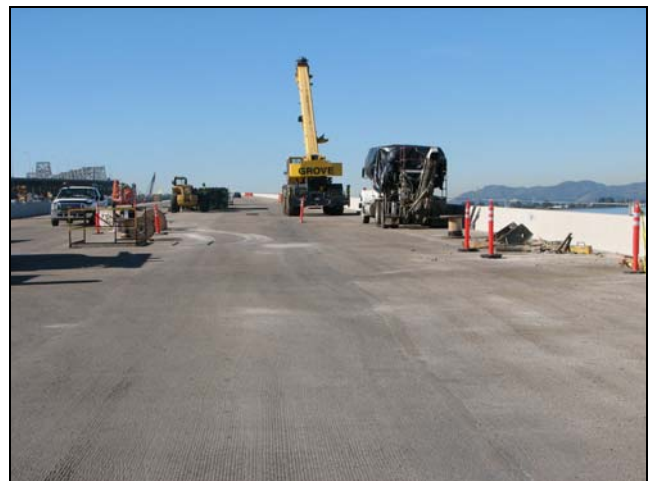
Skyway - Looking East



Skyway - Looking West



Skyway - Overlay Equipment on the Westbound Structure



Skyway - Overlay Westbound

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► SELF-ANCHORED SUSPENSION (SAS) E2/T1 FOUNDATIONS CONTRACT

Contract Description: The Self-Anchored Suspension (SAS) E2/T1 Foundations contract constructs the main tower foundation at T1 and the adjacent east foundation at E2. (See diagram pg. 14)

SAS E2/T1 Foundations Cost Summary (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
East Span - SAS E2 / T1 Foundations						
Capital Outlay Support	52.5	(11.0)	41.5	24.9	41.5	-
Capital Outlay Construction	313.5	-	313.5	252.9	313.5	-
TOTAL	366.0	(11.0)	355.0	277.8	355.0	-

Note: Details may not sum to totals due to rounding effects.

SAS E2/T1 Foundations Schedule Summary

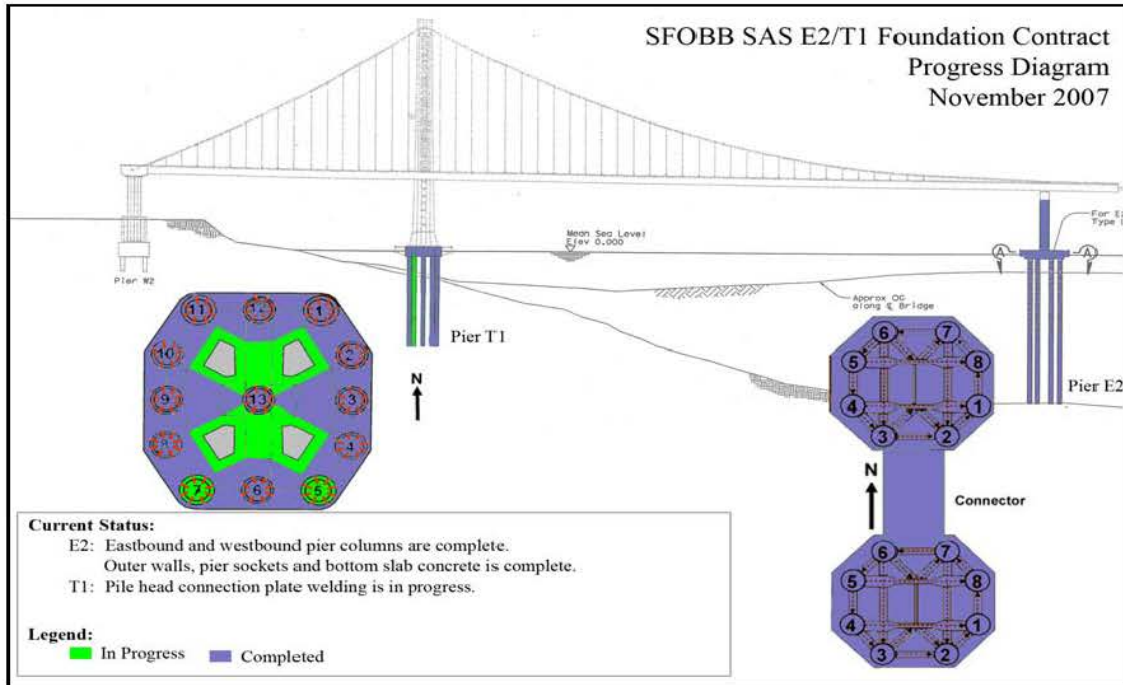
Contract	AB 144/SB 66 Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
East Span - SAS E2 / T1 Foundations	June 2008	(3)	March 2008	March 2008	-

Contract Status: The contract is 94% complete as of October 20, 2007. On the SAS Marine Foundations Contract, all 13 rock sockets that tie the SAS tower foundation (T1) to bedrock have been installed. The T1 bottom slab concrete has been placed. Slot cutting and T1 pile head connection welding is in progress. At the E2 Foundation, all piles are complete. Caltrans and its contractor have completed most of the eastbound E2 foundation and column. The second lift of the column at westbound E2 has been poured. Work is forecast to be completed on time.

Issue	Mitigating Action
The Contractor may potentially claim additional compensation for extra work for producing integrated shop drawings and changes from that process.	The Department is evaluating the issues and may forward the disputes to the DRB for resolution. Pending their findings, the Department may settle this dispute

Recent TBPOC Actions: None.

Project Diagram and Photographs



E2-T1-T1 Construction



E2-T1 E2 Westbound Completed Column.

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► SELF-ANCHORED SUSPENSION (SAS) SUPERSTRUCTURE CONTRACT

Contract Description: The Self-Anchored Suspension (SAS) Superstructure contract constructs a signature tower span between the Skyway and the Yerba Buena Island transition structure. Work on the SAS bridge has been split between three contracts—the SAS Superstructure (under construction), the SAS E2/T1 Foundation (under construction), and the SAS W2 Foundation (completed).

SAS Superstructure Cost Summary (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
East Span - SAS Superstructure						
Capital Outlay Support	214.6	-	214.6	54.5	214.6	-
Capital Outlay Construction	1,753.7	-	1,753.7	308.6	1,767.4	13.7
TOTAL	1,968.3	-	1,968.3	363.1	1,982.0	13.7

Note: Details may not sum to totals due to rounding effects.

SAS Superstructure Schedule Summary

Contract	AB 144/SB 66 Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
East Span - SAS Superstructure	March 2012	12	March 2013	March 2013	-

Contract Status: The contract is 23% complete as of October 20, 2007. The contractor, American Bridge Fluor Enterprises, Inc., a Joint Venture (ABF), and their subcontractors continue to prepare and submit requests for information and submittals for Caltrans review and response, including schedule updates. The schedule update for September 2007 was submitted and accepted. ABF has completed the design of the crane barge to be used to lift the heavy tower and deck sections. Five modules of the barge have been fabricated in Oregon. Crane fabrication has started in China. Civil construction work has started at the W2 foundation with falsework for the pier table. The fabricators for the temporary towers and trusses have been selected by the contractor and fabrication is underway.

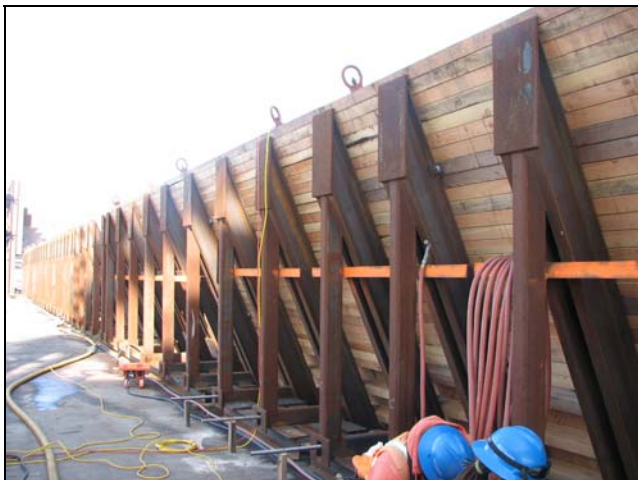
Caltrans and its contractor are working on final trial mock-ups of the steel tower. Two of the three tower mock-ups will be completed by the end of the year. Fabrication at the deck boxes should start by the end of November 2007.

Construction of the mass concrete thermal control mock-up pour has been successfully completed. The Hinge “K” Pipe Beam fabrication is in progress. In addition, the high strength pre-stressing rods for the Hinge “K” Pipe Beam have been manufactured and delivered. Casting of the W2 saddle has started in Japan. A B4 Cable Band, which will be used for the friction test, was cast in the United Kingdom. The wire for the cable friction test has been manufactured and fabrication of the strands has started. The cable band friction test is scheduled to be conducted at Pier 7 in February 2008.

Contract Issues:

Issue	Mitigating Action
Caltrans has identified the need for added resources to monitor work at the ZPMC steel fabrication facilities in China.	Caltrans has set up facilities and organized resources that will ensure an effective Owner's presence in the steel fabrication shops.
Potential for cost increases during construction due to steel plate conflicts. Applies to structural steel, including the towers and box girders.	Establish Working Drawing Campus with Contractor to facilitate discussion about conflicts and meet regularly. Caltrans has constructed models and identified conflicts, for which CCOs are to be prepared.

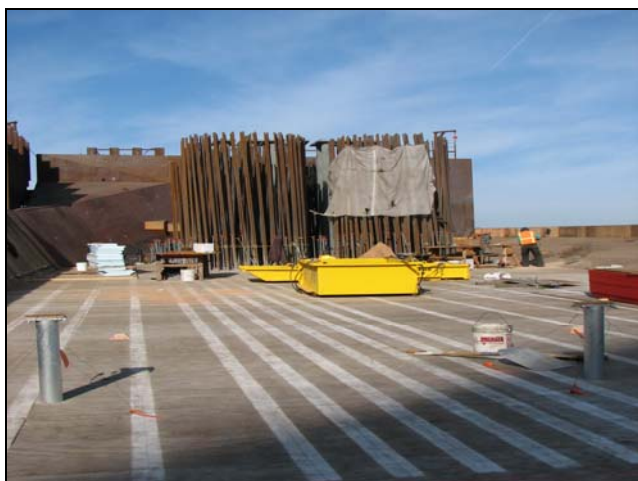
Recent TBPOC Actions: None

Contract Photographs

SAS - W2 Bent Cap Formwork



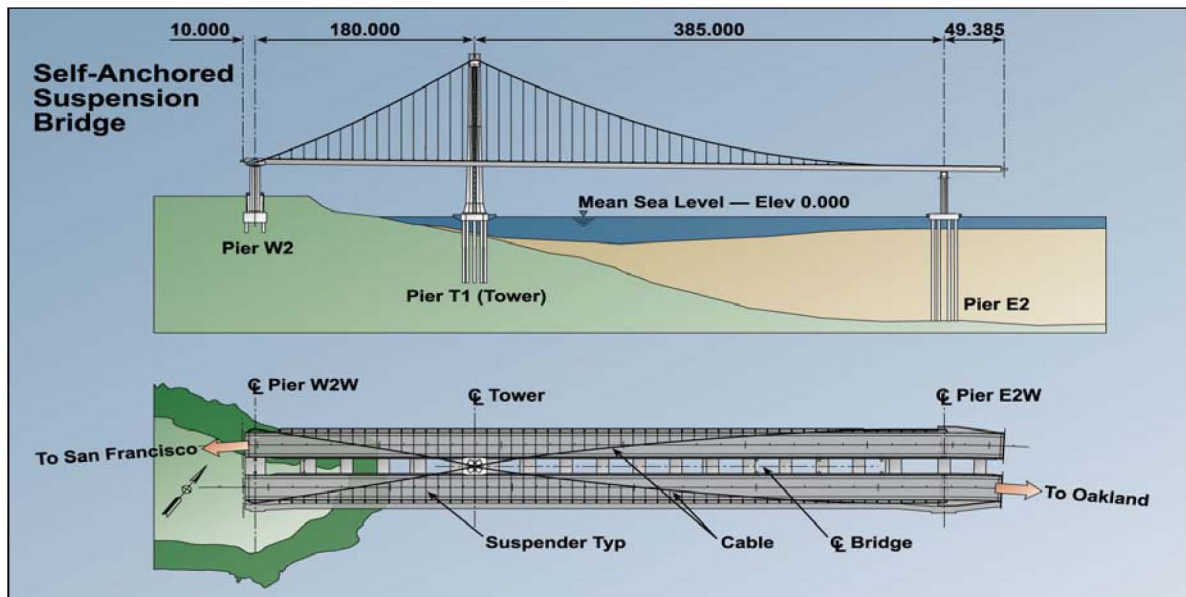
SAS - W2 Bent Cap Formwork



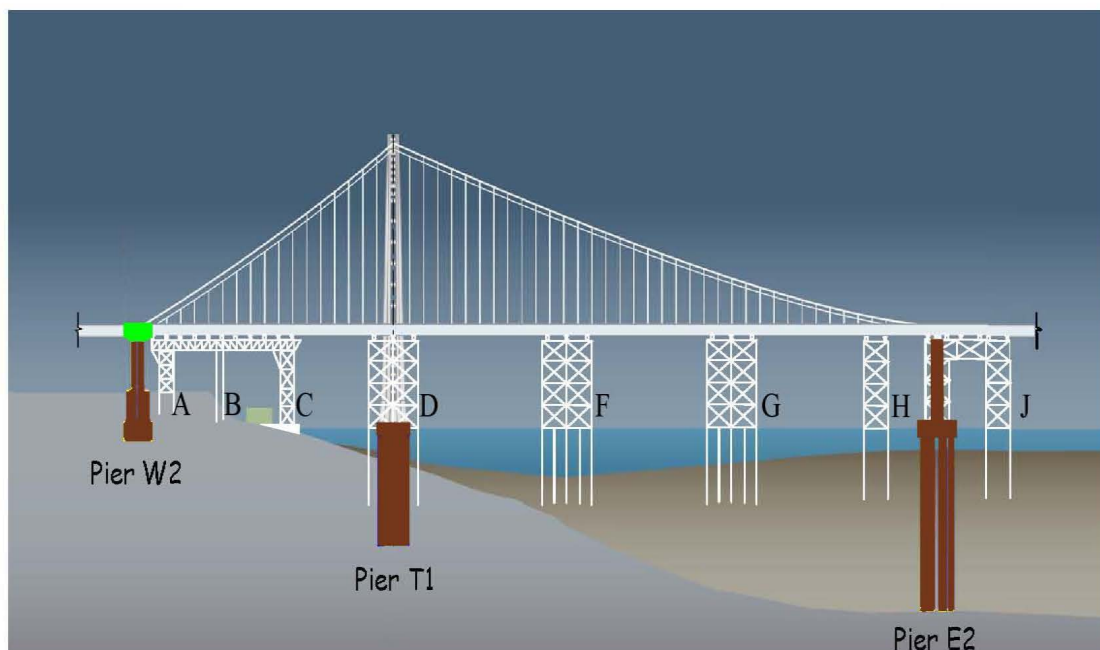
SAS - W2 Bent Cap Steel Reinforcement Layout



SAS - W2 Construction Elevator



SAS Superstructure Construction Progress



- Field work to be completed
- Field work in progress
- Completed field work
- Part of W2 and E2/T1 contract

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project► **YERBA BUENA ISLAND (YBI)**● **YBI DETOUR CONTRACT**

Contract Description: The YBI Detour constructs a temporary detour from the YBI tunnel to the existing east span of the Bay Bridge. This detour maintains traffic on the existing bridge while the YBI Transition Structure Contract completes the tie-in from the SAS to the existing tunnel.

YBI Detour Cost Summary (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
YBI Detour						
Capital Outlay Support	29.5	10.0	39.5	31.0	39.5	-
Capital Outlay Construction	131.9	202.5	334.4	116.6	334.4	-
TOTAL	161.4	212.5	373.9	147.6	373.9	-

Note: Details may not sum to totals due to rounding effects.

YBI Detour Schedule Summary

Contract	AB 144/SB 66 Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
YBI Detour *	July 2007	36	Jun 2010	June 2010	-

* Contract schedule under assessment. See Contract Issues on the following page.

Contract Status: The YBI Detour Contract was awarded in early 2004 to construct a temporary detour structure providing for, at that time, a new bridge opening in 2006. Due to the re-advertisement of the SAS superstructure contract in 2005, the bridge opening was rescheduled to 2013, which necessitated a temporary suspension of the YBI Detour contract and design changes. The required suspension of work and design revisions has resulted in increased cost for the YBI Detour contract.

In 2006, the TBPOC approved a plan to pace work on the project, to have Caltrans assume design responsibility over the east and west tie-ins, and to make changes to the detour structures to allow it to stand in place alone for a longer duration than originally intended. The YBI Detour contract is now forecast to be completed in 2010 consistent with the planned westbound opening date of 2012 for the new bridge.

In addition to the revised contract completion date, the TBPOC approved on February 15, 2007 to advance foundation and retrofit work from the Yerba Buena Island Transition Structures (YBITS) contract to the YBI Detour contract. Advancing the work will reduce overall project schedule risk by taking work off the critical path for the East Span project while making more effective use of the extended YBI Detour contract duration, and will enable potential acceleration of the SAS construction pending negotiation with American Bridge.

Fabrication of the temporary viaduct detour is progressing in Pohang, Korea. The second shipment of the Viaduct has arrived at the Port of San Francisco. Construction of the viaduct column bent caps is in progress. The contractor is preparing for the steel erection of the viaduct.

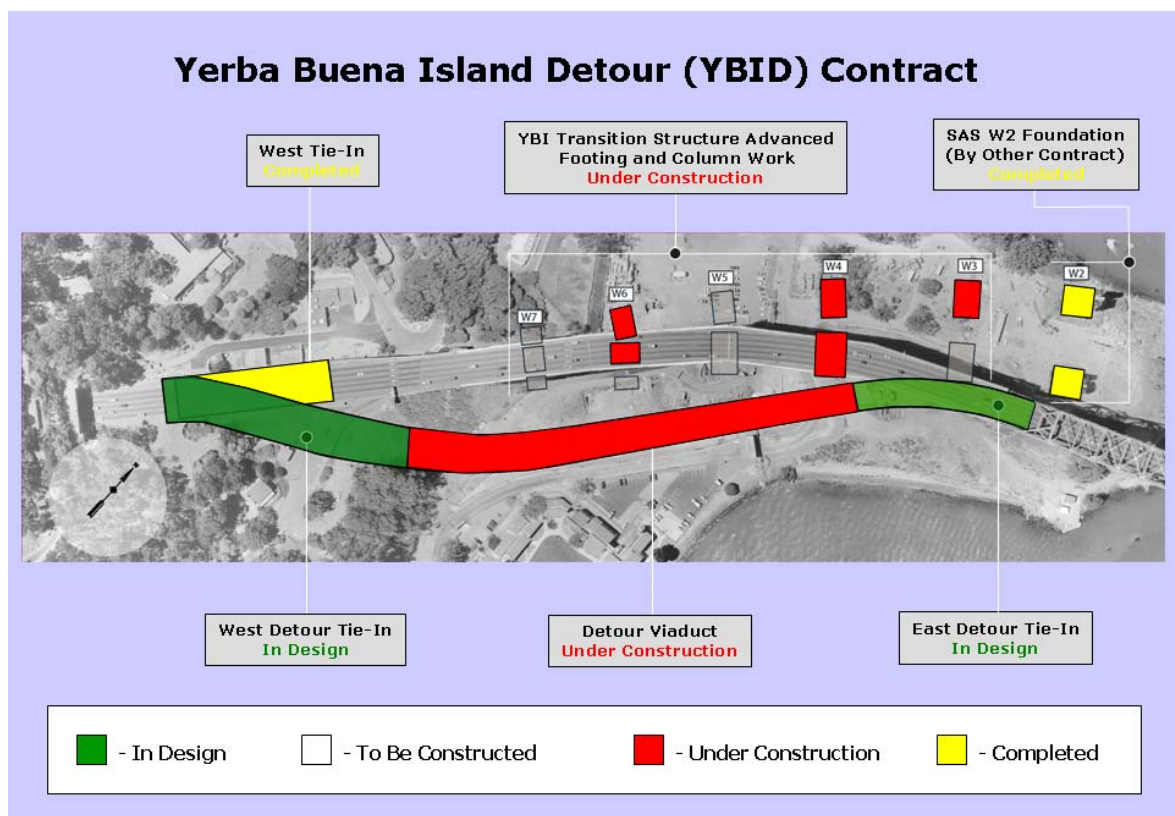
The contractor is preparing for the relocation of the existing pump station and the AT&T line. Caltrans has also delivered portions of the east and west tie-in designs.

As part of the YBI Advanced work, the contractor is driving piles at W6, working on the W4R foundation and constructing the column at W4L.

Recent TBPOC Actions: In October 2007, the TBPOC approved CCO 73 “YBI Advanced Work W3R, W4R, W5 L/R, W6 L/R, W7 Ramp and the Ductbank” and CCO 91S1 “Time Related Overhead Extension”

Contract Issues:

Issue	Mitigating Action
Caltrans will need to negotiate a number of contract change orders to implement the aforementioned changes to the contract, including the Labor Day Deck Roll-in, the advancement of YBI Transition Structure Work, design enhancements to the detour structure, and other work.	The TBPOC has approved a plan of action to implement the changes.



Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► YERBA BUENA ISLAND (YBI)

• YBI TRANSITION STRUCTURE CONTRACTS

Contract Description: The YBI Transition Structure contracts will construct the mainline YBI transition structures (YBITS) that will connect the SAS portion of the new bridge to the newly rolled in WTI Phase I structure. YBITS #1 will construct the mainline approach structure from the new bridge to the WTI Phase I structure. YBITS #2 will demolish the YBI Detour temporary structure, complete the new eastbound on-ramp, reconstruct local affected facilities at YBI, and complete the bike path from the SAS to YBI (except for a section of the path that conflicts with existing column E1). That section of the path is contemplated to be completed in the demolition contract. A YBI Landscaping Contract will restore slopes and vegetation in areas affected by YBI construction.

YBI Transition Structure Cost Summary (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	78.7	-	78.7	16.6	78.7	-
Capital Outlay Construction						
* YBITS Contract #1				-	214.3	
* YBITS Contract #2				-	58.5	
* YBITS Contract #3 -				-	3.3	
Total Capital Outlay Construction	299.3	(23.2)	276.1	-	276.1	-
TOTAL	378.0	(23.2)	354.8	16.6	354.8	-

Note: Details may not sum to totals due to rounding effects.

YBI Transition Structure Schedule Summary

Contract	AB 144/SB 66 Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
YBI Transition Structure	November 2013	12	November 2014	November 2014	-

Contract Status: In February 2007, the TBPOC approved a plan to accelerate portions of the YBITS work by adding it to the YBI Detour Contract. The new forecast for the YBITS contract excluding the advance work is \$276.1 million which is a net reduction of \$23.2 million from the AB 144/SB 66 budget. Caltrans is preparing the remaining portion of the YBITS # 1 contract for advertisement in 2008. See the YBI Detour Contract Status on page 18 for more information.

Contract Issues: None.

Recent TBPOC Actions: In February 2007, the TBPOC approved a plan to accelerate YBITS work on the YBI Detour contract.

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► OAKLAND TOUCHDOWN

Contract Descriptions: The Oakland Touchdown #1 Contract includes construction of all marine foundations, and land foundations (except for the eastbound abutment), westbound bridge section, and one frame of the eastbound bridge section and roadway approach for the section connecting the new Skyway portion to the roadway west of the Oakland Toll Plaza.

The Oakland Touchdown #2 Contract includes construction of the remaining eastbound bridge section and roadway approach for the section connecting the new Skyway portion to the roadway west of the Oakland Toll Plaza. This work would occur once the westbound traffic is shifted onto the new SAS.

The Submarine Cable Relocation Contract replaced the existing submarine electrical cable from Oakland to Treasure Island and was completed ahead of the OTD Contract #1 which avoided potential construction conflicts.

Oakland Touchdown Cost Summary (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	74.4	-	74.4	27.7	92.1	17.7
Capital Outlay Construction						
OTD Submarine Cable	-	-	-	7.8	9.6	-
Oakland Touchdown #1	-	-	-	11.3	226.5	-
Oakland Touchdown #2	-	-	-	-	62.0	-
Oakland Touchdown Electrical	-	-	-	-	4.4	-
Total Capital Outlay Construction	283.8	-	283.8	19.1	302.5	18.7
TOTAL	358.2	-	358.2	46.8	394.6	36.4

Note: Details may not sum to totals due to rounding effects. The allocation of AB144/SB 66 budgets is proceeding. Budget amount is TBD. Overall OTD budgets and forecasts are shown on page 2.

Oakland Touchdown Schedule Summary

Contract	AB 144/SB 66 Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
OTD Submarine Cable	-	-	January 2008	January 2008	-
Oakland Touchdown #1	-	-	January 2010	January 2010	-
Oakland Touchdown #2	-	-	November 2014	November 2014	-

Contract Status

Oakland Touchdown Contract #1: The contract was awarded to MCM construction on July 17, 2007. The first working day of the contract was August 22, 2007. The Department continued to review and process various Contractors' submittals, The Contractor's revised access trestle design has been approved and the trestle construction is approximately 50% complete. Installation of the cofferdam has been started at Bent 20L and excavation is expected to start by middle of November 2007. Fabrication of the steel piles is currently in progress and the pile driving operation is expected to start at Bent 20L by early December 2007.

Oakland Touchdown Contract #2: Design work for the structures portion of OTD Contract No. 2 is substantially complete. The contract will be advertised in 2010 so that construction can be completed in time for opening the SAS in the eastbound direction. Determination of contract scope for the Oakland Touchdown Electrical Systems is underway. Caltrans is also considering the option of incorporating this work into the Oakland Touchdown #2 contract.

Submarine Cable Relocation Contract: All field work has been completed and the contractor has demobilized. Contract closeout is in progress.

Contract Issues: On the Submarine Cable Relocation Contract, there is one outstanding NOPC that was filed by the contractor in relation to "Excess Debris" while laying the cables.

Recent TBPOC Actions: None.

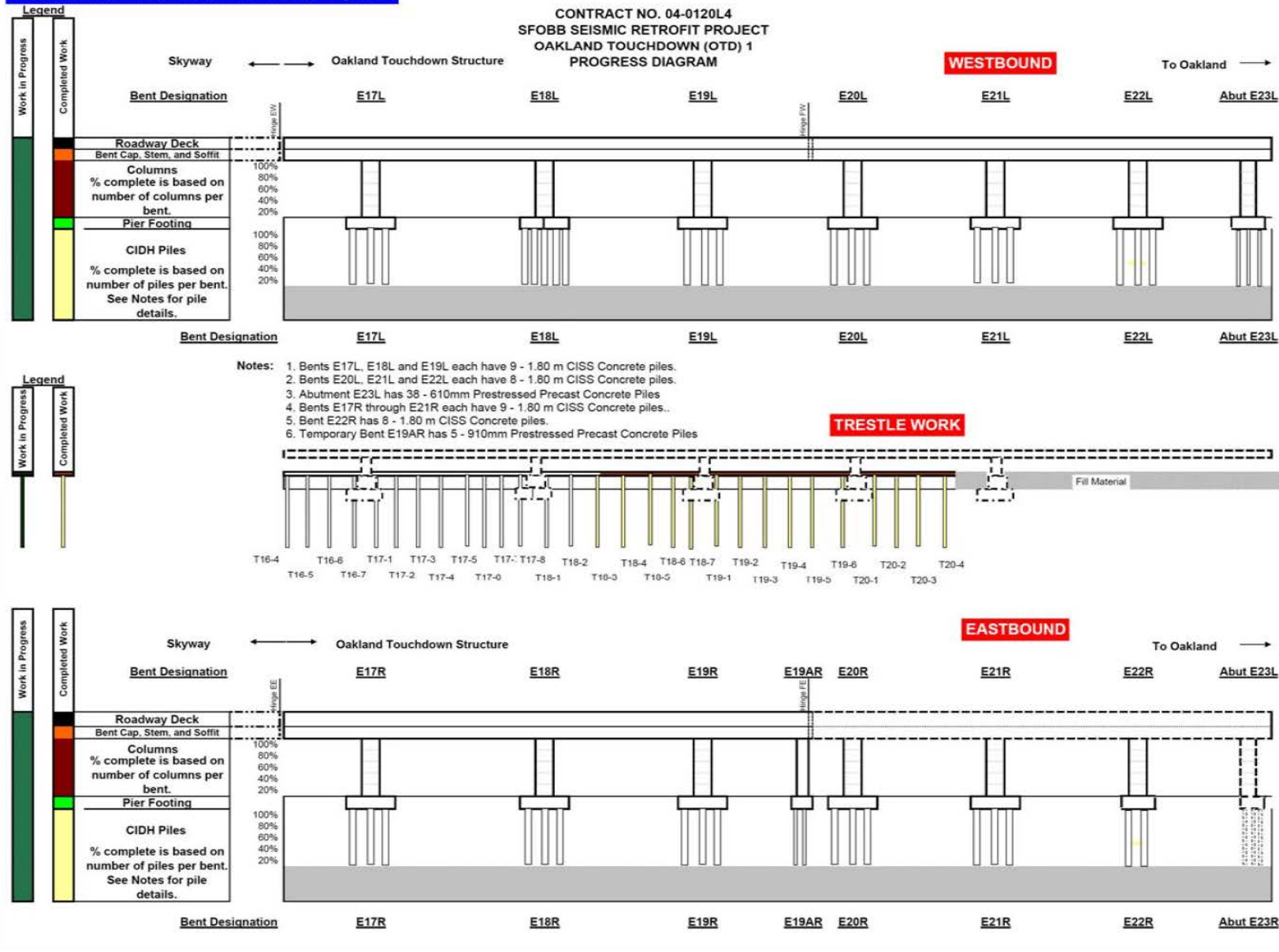


OTD #1 Trestle Construction East End



OTD #1 Trestle showing one of the Fingers

PROGRESS UPDATE AS OF: October 31, 2007



Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► OTHER MAJOR CONTRACTS

Contract Description: Other Major Contracts include the Stormwater Treatment Measures contract, which will implement best practices for storm water runoff treatment at the SFOBB toll plaza and the Existing Bridge Demolition contract, which will include the complete removal of the existing 1936 east span following the opening of the new bridge.

Other Major Contracts Cost Summary (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	85.7	2.0	87.7	7.9	87.7	-
Capital Outlay Construction						-
Existing Bridge Demolition	239.2	-	239.2	-	222.0	(17.2)
Stormwater Treatment Measures	15.0	3.3	18.3	15.1	18.3	-
Total Capital Outlay Construction	254.2	3.3	257.5	15.1	240.3	(17.2)
TOTAL	339.9	5.3	345.2	23.0	328.0	(17.2)

Note: Details may not sum to totals due to rounding effects.

Other Major Contracts Schedule Summary

Contract	AB 144/SB 66 Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)	% Design Comp.
Existing Bridge Demolition	September 2014	12	September 2015	September 2015	-	10
Stormwater Treatment Measures	March 2008	-	March 2008	March 2008	-	N/A

Contract Status:

Stormwater Treatment Measures: The contract is 94% complete as of October 2007. Current work includes installation of drainage systems, irrigation lines, metal beam guardrails, pump station electrical work, restoring highway lighting and construction of the Bioretention basins.

Bridge Demolition: Design work has been temporarily suspended to assign engineering resources to higher priority tasks, and will resume at a later time. The contract schedule completion date has been extended by 12 months due to a 12-month SAS contract extension. The \$17.2 million decrease in construction costs for the Existing Bridge Demolition contract is due to a re-evaluation of cost escalation rates for the contract.

Issue	Mitigating Action
The Contractor has encountered problems with unsuitable materials and the need to upgrade electrical equipment to meet the pumping requirements of the contract.	The Department has sought supplemental contract funds to cover additional project risks, including the delays from the Maze Collapse, the unsuitable materials, and the upgrade of the electrical systems.

Recent TBPOC Actions: None.



Storm Water - Basin



Storm Water - Bypass



Storm Water - MSE Wall



Storm Water - MSE Wall

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► OTHER COMPLETED CONTRACTS AND RELATED WORK

Summary Description: Substantial work has already been performed on the SFOBB East Span Replacement project to facilitate construction of the mainline construction contracts.

Other Contracts and Related Work Cost Summary (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	227.0	(1.0)	226.0	209.0	226.0	-
Right-of-Way and Environmental Mitigation	72.4	-	72.4	38.8	72.4	-
Capital Outlay Construction						-
SAS W2 Foundations	26.4	-	26.4	25.8	26.4	-
YBI/SAS Archaeology	1.1	-	1.1	1.1	1.1	-
YBI - USCG Road Relocation	3.0	-	3.0	2.8	3.0	-
YBI - Substation and Viaduct	11.6	-	11.6	11.3	11.6	-
Oakland Geofill	8.2	-	8.2	8.2	8.2	-
Pile Installation Demonstration Project	9.2	-	9.2	9.2	9.2	-
Existing East Span Retrofit	30.8	-	30.8	30.8	30.8	-
Total Capital Outlay Construction Completed	90.3	-	90.3	89.2	90.3	-
TOTAL	389.7	(1.0)	388.7	337.0	388.7	-

Note: Details may not sum to totals due to rounding effects.

Other Contracts and Related Work Schedule Summary

Project	Actual Project Completion Date
Existing East Span Retrofit	March 1998
Interim Retrofit	July 2000
Pile Installation Demolition Project	December 2000
YBI / SAS Archaeology	January 2003
Oakland Geofill	April 2003
YBI - USCG Road Relocation	June 2004
SAS W2 Foundations	October 2004
YBI Substation and Viaduct	May 2005

Summary Status: Construction has been completed on the above-listed contracts. Caltrans continues to work with various environmental agencies to conduct compliance inspections and monitor and mitigate any environmental impacts from the project.

Contract Issues: None.

Recent TBPOC Actions: None.

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) West Approach Replacement Project

Project Description: The SFOBB West Approach Replacement Project will replace the entire west approach structure from 5th Street to the west anchorage of the existing west spans of the SFOBB while maintaining existing traffic lanes for the weekday commute.

SFOBB West Approach Replacement Cost Summary (\$ Millions)

Project	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
West Approach						
Capital Outlay Support	120.0	-	120.0	99.1	120.0	-
Capital Outlay Construction	309.0	-	309.0	259.9	309.0	-
TOTAL	429.0	-	429.0	359.0	429.0	-

Note: Details may not sum to totals due to rounding effects.

SFOBB West Approach Replacement Schedule Summary

Project	AB 144/SB 66 Project Completion Baseline (07/2006)	Approved Changes (Months)	Project Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
West Approach	August 2009	-	August 2009	January 2009	(7)
Open to Traffic date: Mainline			April 2008		

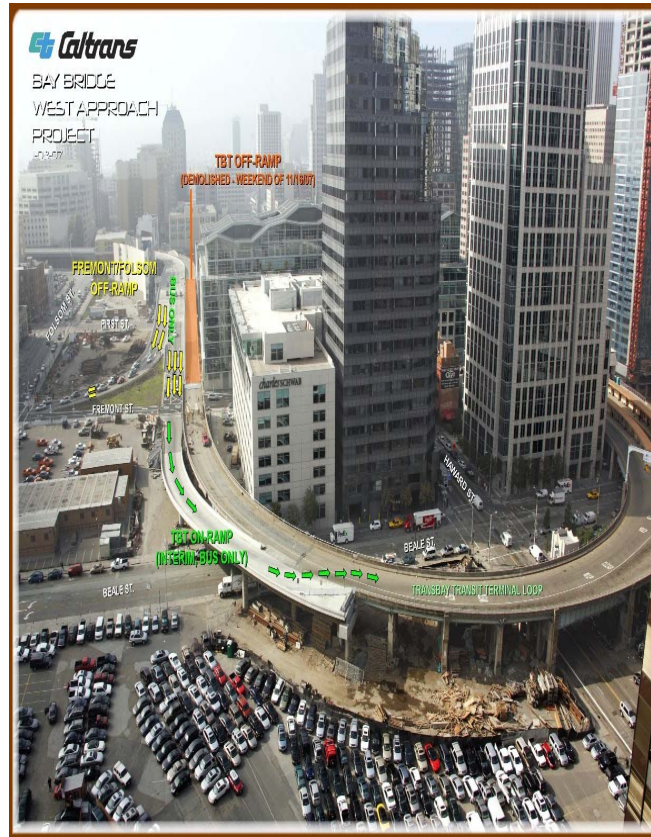
Project Status: Construction is 86% complete as of October 20, 2007. Seismic retrofit construction is continuing throughout the project. The rebuilding of the eastbound 80 structure is in progress with falsework installation. Soffit and deck pours are in progress and will continue through the winter of 2008. An extensive public outreach effort continues and will be necessary until the spring of 2008 for the construction of the eastbound structure adjacent to the Stillman Street area. Frames 7U deck pour was completed in October 2007. Removal of Frame 7U falsework will commence in November 2007. Materials are being procured and fabricated for the Frame 8L isolation casings.

Project Issues:

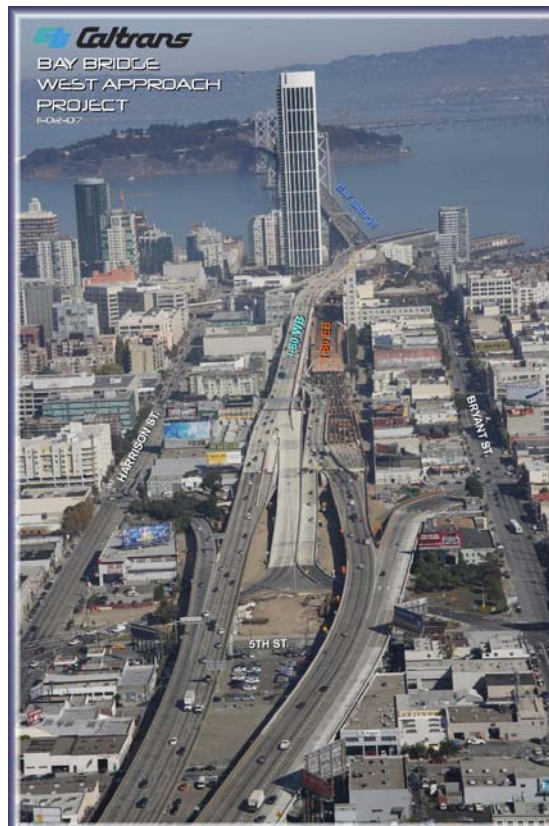
Issue	Mitigating Action
Modification of the isolation casings for Frame 8L is being redesigned to address constructability issues and design criteria.	The Department is proceeding with the procurement and fabrication of materials for the isolation casings of Frame 8L in order to mitigate any impact to the project schedule.

Contract Issues: None.

Recent TBPOC Actions: None.



West Approach



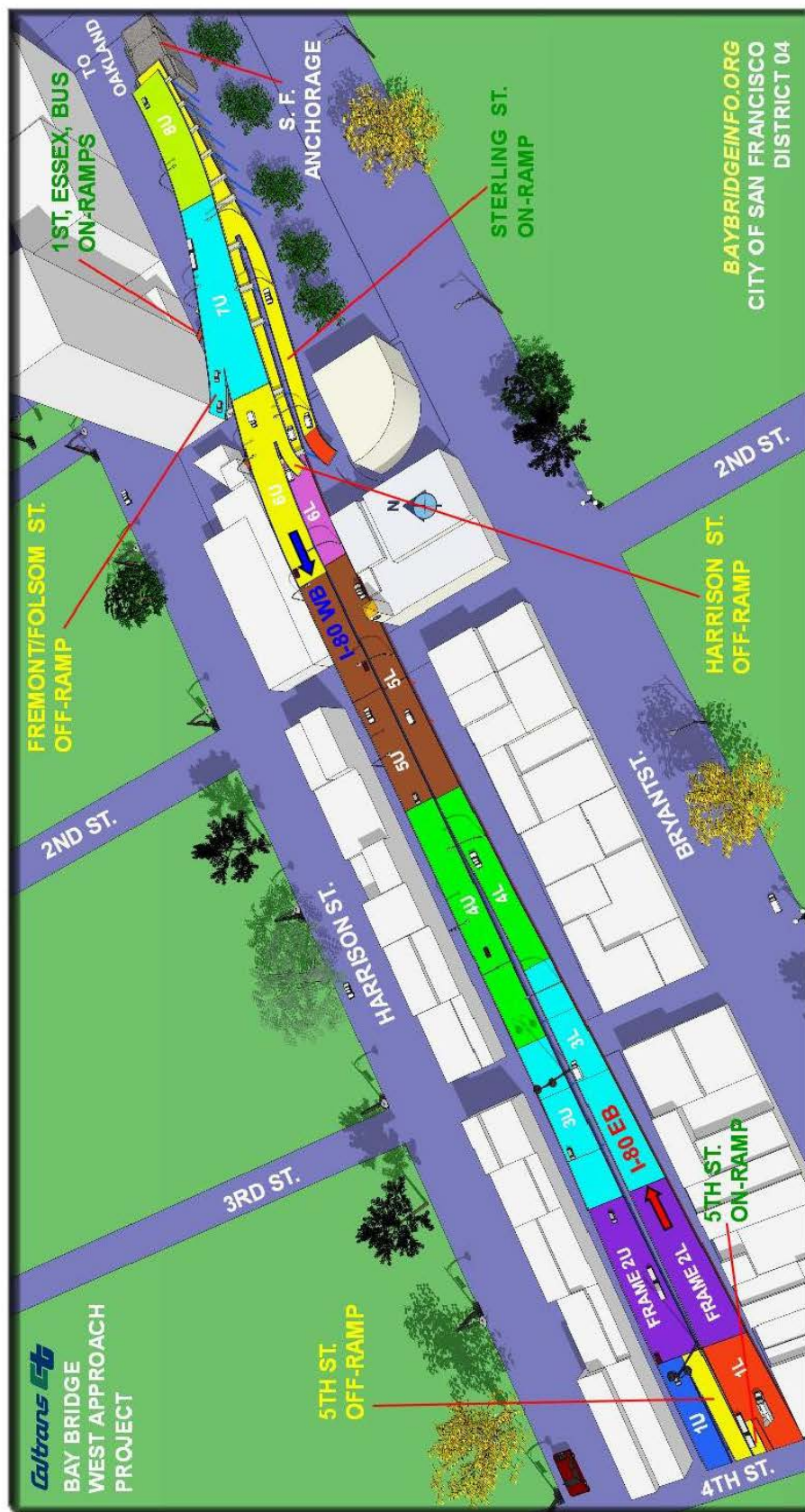
West Approach

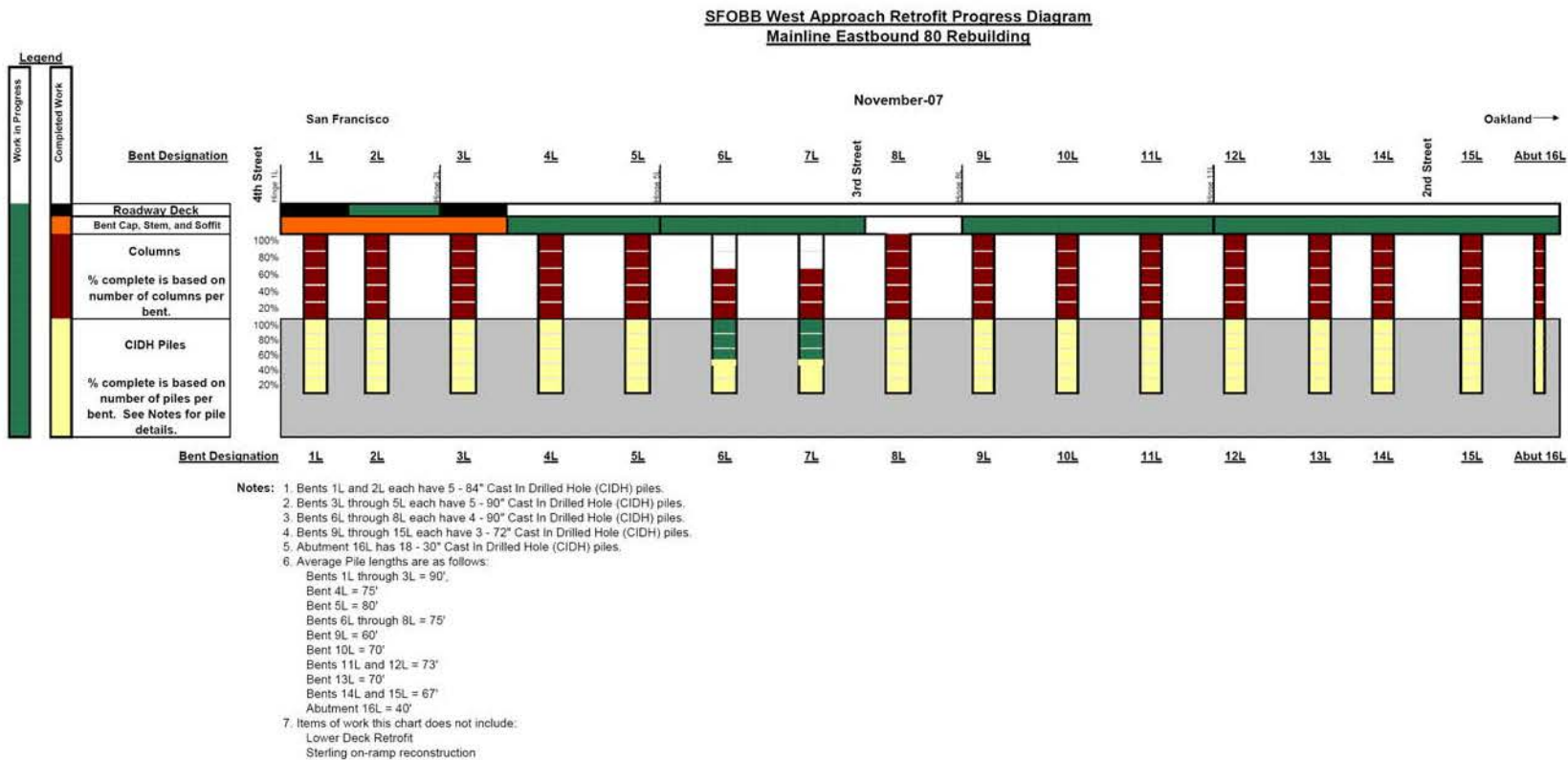


West Approach – I-80 Westbound



West Approach Interim I-80 Eastbound





Toll Bridge Seismic Retrofit Program

Richmond-San Rafael Bridge (RSRB) Seismic Retrofit Project

Project Description: The Richmond-San Rafael (RSR) Bridge Seismic Retrofit Project strengthened the existing bridge to withstand the effects of a large seismic event. As part of the retrofit work, Caltrans performed work to strengthen the bridge foundations, replace the existing west trestle and the main channel fenders and complete the joint rehabilitation of the bridge deck. (The RM1 work is reported in the RM1 section of the report.)

RSRB Seismic Retrofit Cost Summary (\$ Millions)

Project	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
RSRB Seismic Retrofit						
Capital Outlay Support	134.0	(7.0)	127.0	126.7	127.0	-
Capital Outlay Construction & Right-of-Way	780.0	(82.0)	698.0	666.6	698.0	-
TOTAL	914.0	(89.0)	825.0	793.3	825.0	-

Note: Details may not sum to totals due to rounding effects.

* The seismic retrofit contract included work to rehabilitate the bridge deck joints. Although the deck joint work was funded from RM1 toll funds, the work is also eligible for Toll Bridge Seismic Retrofit Program funding. In July 2005, BATA rescinded \$16.9 million in RM1 funds for the deck joint work to make additional RM1 funds available for the New Benicia-Martinez Bridge Project. An equivalent amount of seismic funds will be used on the deck joint work, which is included in the budget above.

RSRB Seismic Retrofit Schedule Summary

Project	AB 144/SB 66 Project Completion Baseline (07/2005)	Approved Changes (Months)	Project Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
RSRB Seismic Retrofit	August 2005	-	August 2005	October 2005	2
RSRB Public Access Lot	NA	-	May 2007	August 2007	3

Project Status: The retrofit construction contract was completed and accepted on October 28, 2005. Project savings in the amount of \$89 million was transferred to the program contingency in October 2006.

Caltrans is concluding negotiations with regulatory agencies on pile driving issues and impacts to fisheries. A settlement is pending.

Construction work on the Public Access Project was completed in August 2007 and the lot was opened to public use.

Recent TBPOC Actions: None.



Toll Bridge Seismic Retrofit Program

Other Completed Seismic Retrofit Projects

Summary Description: Caltrans has already completed the seismic retrofits of the West Spans of the SFOBB, the existing 1958 Carquinez Bridge, the existing Benicia-Martinez Bridge, the San Mateo-Hayward Bridge, and two former toll bridges in Southern California.

Other Completed Seismic Retrofit Projects Cost Summary (\$ Millions)

Project	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
San Francisco-Oakland Bay Bridge West Span Seismic Retrofit Project	307.9	-	307.9	301.1	307.9	-
Carquinez Bridge Retrofit Project	114.2	-	114.2	114.2	114.2	-
Benicia-Martinez Bridge Retrofit Project	177.8	-	177.8	177.8	177.8	-
San Mateo-Hayward Bridge Retrofit Project	163.5	-	163.5	163.4	163.5	-
Vincent Thomas Bridge Retrofit Project	58.5	-	58.5	58.4	58.5	-
San Diego-Coronado Bridge Retrofit Project	103.5	-	103.5	102.6	103.5	-
TOTAL	925.4	-	925.4	917.5	925.4	-

Note: Details may not sum to totals due to rounding effects. Capital Outlay Support and Capital Outlay have been combined.

Other Completed Seismic Retrofit Projects Schedule Summary

Project	Actual Project Completion Date
Vincent Thomas Bridge Retrofit	May 2000
San Mateo-Hayward Bridge Retrofit	June 2000
Carquinez Bridge Retrofit	January 2002
San Diego-Coronado Bridge Retrofit	June 2002
Benicia-Martinez Bridge Retrofit	August 2002
SFOBB West Span Seismic Retrofit	June 2004

Summary Status: Construction has been completed on the above-listed projects. The Estimate at Completion amounts shown above includes allowances for minor project closeout costs.

Contract Issues: None.

Recent TBPOC Actions: None.

Toll Bridge Seismic Retrofit Program

Other Toll Bridges

Dumbarton and Antioch Bridges

State Route 84 crosses the southern region of San Francisco Bay between the cities of Newark to the east and East Palo Alto to the west. The Route consists of three lanes in each direction and an eight-foot bicycle/pedestrian lane. The AADT of the Route is near 70,000. The bridge is over 2 km in length and is positioned in an approximately normal geometry between two seismic faults which the USGS has reported to pose most of the significant seismic threat to the San Francisco Bay Area: the San Andreas Fault, some 15 km to the west of the bridge; and the Hayward Fault, some 13 km to the east of the bridge.

State Route 160 crosses the San Joaquin River between the city of Antioch and Sherman Island (leading to Rio Vista) via the Antioch Bridge. The Bridge carries a single lane of traffic in each direction. The AADT for the Route is slightly over 10,000 vehicles per day. The bridge is threatened by the Bird's Landing Seismic Zone, Cost Range/Sierra Nevada Boundary Zone, and the San Andreas Fault.

Cost and Schedule

A cost estimate, schedule and an initial risk analysis have been developed to complete a comprehensive seismic analysis for each bridge. In June 2006, BATA approved \$17.8 million in funding to proceed with the comprehensive seismic analysis of the bridges. The current forecast of expenditures is within the \$17.8 million budgeted.

In September 2006, BATA entered into contract with a geotechnical and geophysical consultant to evaluate the bridges. In April 2007, the field-drilling program was completed and the majority of the laboratory testing was completed by June 2007. Minor laboratory testing to fill in data gaps may be required in the future. Alternative strategies and associated cost estimates of each alternative, with the retrofit design duration to complete the PS&E package, will be included in the final strategy report and expected to be completed by early 2009.

Current Progress

These bridges are currently being evaluated for seismic safety and post-earthquake performance. Work is underway in three specific areas: seismology, geology and geotechnical engineering, and bridge structural engineering.

Work in the area of seismology is defining the seismic ground motions used for design. Recommended Safety Evaluation (SE) level motions have been developed for both bridges and are currently under review by an external and independent Seismic Safety Peer Review Panel (SSPRP). SE motions represent future large earthquakes. Work in this area to be completed in the near future includes finalizing the SE motions, developing lower level Functional Evaluation (FE) motions, and multiple earthquake time-histories that can be used in the checking phase of the projects. Draft reports have been released. The SE motions have been reviewed by the Toll Bridge Seismic Safety Peer Review Panel on a couple of occasions.

Work in the area of geology and geotechnical engineering includes field drilling and studying of soil samples to identify soil types, locations, and engineering properties. This work supports work in defining how the soil at the bridge sites move during earthquakes and how rigidly the bridge's foundations are held in the soil. The drilling operations are complete at both bridge sites; information is being shared with the seismologic team and the bridge structure team. Draft reports have been released.

Work in the area of bridge structural engineering is continuing for both bridges. The structures team to date has been collecting and evaluating structural information on the bridges, reducing that information for use in computer models of the bridges, and initiating early computational runs of the models. Geological, geotechnical, and seismological information from the work areas mentioned previously is being incorporated into the bridge evaluations. The design team is currently analyzing the design of the existing structures. Caltrans is also working with the Peer Review Committee to obtain approval of the proposed design.

PROJECT / CONTRACT REPORTS

Regional Measure 1 Program

New Benicia-Martinez Bridge Project Summary

- New Benicia-Martinez Bridge Contract
- Other Contracts and Related Project Activities

New Carquinez Bridge Project

Richmond-San Rafael Bridge Deck Overlay Project

Interstate 880 / State Route 92 Interchange Reconstruction

Other Completed Regional Measure 1 Projects

- San Mateo–Hayward Bridge Widening Project
- Richmond Parkway Project
- Bayfront Expressway Widening Project
- Richmond-San Rafael Bridge Trestle, Fender, and Deck Joint Rehabilitation Project



Regional Measure 1 Program

New Benicia-Martinez Bridge Project Summary

Project Description: The new Benicia-Martinez Bridge project has constructed a new parallel bridge just east of the existing bridge. The project includes reconstructed interchanges to the north and south of the bridges and a new toll plaza and administration building in Martinez.

New Benicia-Martinez Bridge Project Cost Summary (\$ Millions)

Contract	BATA Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	157.1	36.5	193.6	176.3	189.1	(4.5)
Right-of-Way and Others	20.4	(0.1)	20.3	12.4	20.3	-
Capital Outlay						-
New Bridge	672.0	100.9	772.9	761.0	772.9	-
I-680/I-780 Interchange Replacement	76.3	22.5	98.8	97.0	98.8	-
I-680/Marina Vista Interchange Reconstruction	51.5	8.1	59.6	56.1	59.6	-
New Toll Plaza	24.3	2.0	26.3	23.0	26.3	-
Existing Bridge & Interchange Modifications	17.2	43.8	61.0	-	61.0	-
Other	20.3	(1.3)	19.0	15.3	19.0	-
Project Reserve	20.8	1.7	22.5	-	27.0	4.5
TOTAL	1,059.9	214.1	1,274.0	1,141.1	1,274.0	-

Note: Details may not sum to totals due to rounding effects.

* The budget and estimate at completion includes approximately \$33 million in non-toll bridge funds (Proposition 192 and SHOPP).

New Benicia-Martinez Bridge Project Schedule Summary

Contract	BATA Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
I-680/Marina Vista Interchange Reconstruction	March 2006	1	April 2006	April 2006	-
New Toll Plaza	June 2006	-	May 2007	May 2007	-
New Benicia-Martinez Bridge	December 2007	-	October 2007	October 2007	-
I-680/I-780 Interchange Replacement	December 2007	-	December 2007	December 2007	-
Open to Traffic	December 2007	-	August 2007	August 2007	-
Existing Bridge & Interchange Modifications	December 2009	-	December 2009	December 2009	-

Contract Status

New Benicia-Martinez Bridge: The New Benicia-Martinez Bridge was opened to traffic on August 25, 2007. The new bridge carries five lanes of northbound Interstate 680 traffic (two additional lanes) and features a new expanded toll plaza with the Bay Area's first Open-Road Tolling (ORT) FasTrak Express Lanes. With the ORT express lanes, vehicles paying their toll via FasTrak can pay electronically at highway speeds. The new bridge has been opened to traffic. Caltrans and its Contractors have completed the final punchlist items and the project was accepted on September 28, 2007. The Proposed Final Estimate (PFE) was issued to the Contractor on November 6, 2007.

Toll Plaza and Administration Building: The contract is 100% complete based on contractor payment. The Contractor has completed all work on the Operations Building, Toll Plaza and Courtyard. The Plant Establishment Period ended on May 14, 2007. The contract was accepted on May 18, 2007 and the Proposed Final Estimate (PFE) has been issued. The Contractor has submitted their response to the PFE, which is currently being reviewed by Caltrans. A number of claims that have been filed by the Contractor remain to be resolved.

I-680/I-780 Interchange: The contract is approximately 99% complete based on the current revised schedule. To-date, all of the bridge structures are substantially complete. Final electrical work for the new Benicia-Martinez Bridge and the interchange is expected to be complete by December 2007.

Existing Bridge & Interchange Modification Contract: On October 31, 2007, Caltrans opened the ten (10) bids that were received for the contract to modify the existing Benicia-Martinez Bridge to southbound only traffic. The apparent low bid was \$19.4 million less than the engineer's estimate. Caltrans design has reviewed the bid prices and recommended the contract award to American Civil Constructors and Top Grade Construction Joint Venture. Contract Headquarters is currently working to award the contract prior to November 28, 2007. The contract is expected to take approximately two years.

Recent TBPOC Actions: None.



The New Benicia-Martinez Bridge

Regional Measure 1 Program

New Carquinez Bridge Project

Project Description: The new Carquinez Bridge project involves constructing a new suspension bridge west of the existing bridges with four westbound lanes and a bicycle/pedestrian lane and demolishing the existing 1927 bridge.

New Carquinez Bridge Cost Summary (\$ Millions)

Contract	BATA Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	124.4	(0.2)	124.2	121.7	122.4	(1.8)
Capital Outlay Construction						-
Replacement Bridge	253.3	4.0	257.3	255.9	257.3	-
South Interchange	73.9	-	73.9	71.9	73.9	-
Existing 1927 Bridge	35.2	-	35.2	30.9	35.2	-
Other	29.3	(0.8)	28.5	25.5	28.5	-
Project Reserve	12.1	(3.0)	9.1	-	0.9	(8.2)
TOTAL	528.2	-	528.2	505.9	518.2	(10.0)

Note: Details may not sum to totals due to rounding effects.

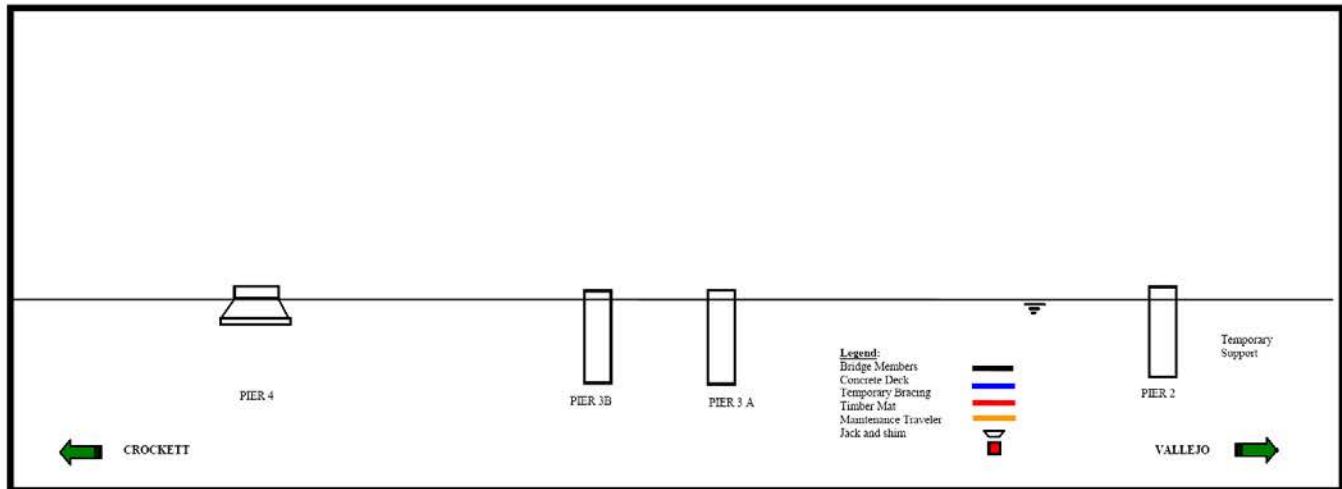
New Carquinez Bridge Schedule Summary

Contract	BATA Contract Completion Baseline (07/2005)	Approved Changes (Months)	Contract Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
New Carquinez Bridge	December 2003*	-	December 2003*	December 2003*	-
1927 Carquinez Bridge Demolition	September 2007	-	December 2007	December 2007	-
Landscaping	August 2011	-	August 2011	August 2011	-

* The date shown is for the opening of the bridge to traffic.

Project Status: The new replacement bridge and all its approaches have been completed and were opened to traffic in November 2003. The removal of the entire 1927 bridge (Main Truss) was completed in September 2007. The Carquinez Bridge Demolition Contract will be substantially complete in December 2007. Minor punchlist and add-on drainage and security work will be completed over the next several months as Caltrans accepts the contract.

Project Issues: None

Project Diagram and Photographs:

Austin Vault Sand Filter @ Carquinez



Former Site of the 1927 Carquinez Bridge

Regional Measure 1 Program

Interstate 880/State Route 92 Interchange Reconstruction Project

Project Description: Modify the existing cloverleaf interchange to increase capacity and improve safety and traffic operations.

Interstate 880/State Route 92 Interchange Cost Summary (\$ Millions)

Contract	BATA Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
I-880/SR-92 Interchange Improvement						
Capital Outlay Support	28.8	26.2	55.0	33.7	55.0	-
Capital Outlay Construction	94.8	60.2	155.0	-	155.0	-
Capital Outlay Right-of-Way	9.9	5.1	15.0	8.8	15.0	-
Project Reserve	0.3	19.7	20.0	-	20.0	-
TOTAL	133.8	111.2	245.0	42.5	245.0	-

Note: Details may not sum to totals due to rounding effects. \$9.6 million in ACTA funds included under Capital Outlay Construction. \$3.0 million included in Capital Outlay Construction and \$1.0 million in Capital Outlay Support for separate landscape contract.

Interstate 880/State Route 92 Interchange Schedule Summary

Project	BATA Project Completion Baseline (07/2005)	Approved Changes (Months)	Project Complete Current Approved Schedule (10/2007)	Contract Complete Schedule Forecast (10/2007)	Schedule Variance (Months)
I-880/SR-92 Interchange Reconstruction	December 2010	-	June 2011	June 2011	-

Project Status: On August 28, 2007, Caltrans awarded the Interstate 880/State Route 92 Interchange Reconstruction contract to the joint venture of FCI and Granite Construction for \$138.4 million.

The construction contract was approved on September 28, 2007. The 1st contract day of the project was October 26, 2007. Field mobilization has started and work on striping and installation of k-rails has commenced. Caltrans is meeting with the utility companies on a weekly basis to closely monitor the progress and ensure the relocation work will be completed on time to avoid Right of Way delay.

Project Photographs:

*Interstate 880/State Route 92 Interchange
BEFORE*



*Interstate 880/State Route 92 Interchange
AFTER*

Regional Measure 1 Program

Other Completed Regional Measure 1 (RM1) Projects

Summary Description: Other completed Regional Measure 1 projects are the following: (a) Widen the San Mateo-Hayward Bridge along its low-trestle section and its eastern approach; (b) Widen the Bayfront Expressway (SR 84) from the Dumbarton Bridge to the U.S. 101/Marsh Road interchange; (c) Construct an eastern approach (Richmond Parkway) between the Richmond-San Rafael Bridge and Interstate 80 near Pinole; (d) Modify the U.S. 101/University Avenue interchange; (e) Richmond-San Rafael Bridge Trestle, Fender and Deck Joint Rehabilitation Project; and (f) Richmond-San Rafael Bridge Deck Overlay Project.

Other Completed RM1 Projects Cost Summary (\$ Millions)

Contract	BATA Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	Variance
a	b	c	d = b + c	e	f	g = f - d
San Mateo-Hayward Bridge Widening Project	217.8	-	217.8	208.7	212.4	(5.4)
Bayfront Expressway Widening Project	36.1	-	36.1	33.3	36.0	(0.1)
Richmond Parkway Project	5.9	-	5.9	4.3	5.9	-
U.S. 101/University Interchange	3.8	-	3.8	3.7	3.8	-
RSR Trestle, Fender, and Joint Rehabilitation	102.1	-	102.1	96.3	97.1	(5.0)
RSR Deck Overlay	25.0	-	25.0	19.6	25.0	-
TOTAL	390.7	-	390.7	365.9	380.2	(10.5)

Schedule Summary

Project	Actual Project Completion Date
Richmond Parkway Project	May 2001
San Mateo-Hayward Bridge Widening Project	February 2003
Bayfront Expressway Widening Project	January 2004
U.S. 101/University Interchange	April 2004
Richmond-San Rafael Bridge Trestle, Fender and Deck Joint Rehabilitation	August 2005
RSR Deck Overlay	December 2006

Project Status: Construction has been completed on the above listed contracts.

Project Issues: None.

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APPENDICES

- A** Toll Bridge Seismic Retrofit Program:
San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Cost
Detail
- B** Toll Bridge Seismic Retrofit Program Cost Detail
- C** Toll Bridge Seismic Retrofit Program Summary Schedule
- D** Regional Measure 1 Program Cost Detail
- E** Regional Measure 1 Program Summary Schedule

** Forecasts for the Monthly Reports are generally updated on a quarterly basis in conjunction with Risk Analysis assessments for the TBSRP Projects and the TBSRP Quarterly Reports.*

Appendix A: Toll Bridge Seismic Retrofit Program (\$ Millions)

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Cost Detail

Contract	EA Number	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
San Francisco-Oakland Bay Bridge East Span Replacement Project							
East Span - Skyway	01202X						
Capital Outlay Support		197.0	-	197.0	172.1	197.0	-
Capital Outlay Construction		1,293.0	-	1,293.0	1,192.1	1,293.0	-
Total		1,490.0	-	1,490.0	1,364.2	1,490.0	-
East Span - SAS E2/T1 Foundations	0120EX						
Capital Outlay Support		52.5	(11.0)	41.5	24.9	41.5	-
Capital Outlay Construction		313.5	-	313.5	252.9	313.5	-
Total		366.0	(11.0)	355.0	277.8	355.0	-
East Span - SAS Superstructure	0120FX						
Capital Outlay Support		214.6	-	214.6	54.5	214.6	-
Capital Outlay Construction		1,753.7	-	1,753.7	308.6	1,767.4	13.7
Total		1,968.3	-	1,968.3	363.1	1,982.0	13.7
SAS W2 Foundations	0120CX						
Capital Outlay Support		10.0	-	10.0	9.2	10.0	-
Capital Outlay Construction		26.4	-	26.4	25.8	26.4	-
Total		36.4	-	36.4	35.0	36.4	-
YBI South/South Detour	0120RX						
Capital Outlay Support		29.5	10.0	39.5	31.0	39.5	-
Capital Outlay Construction		131.9	202.5	334.4	116.6	334.4	-
Total		161.4	212.5	373.9	147.6	373.9	-
YBI Transition Structures (see notes below)	0120PX						
Capital Outlay Support		78.7	-	78.7	16.6	78.7	-
Capital Outlay Construction		299.3	(23.2)	276.1	-	276.1	-
Total		378.0	(23.2)	354.8	16.6	354.8	-
* YBI- Transition Structures Contract No. 1							
Capital Outlay Support					0.2	45.0	
Capital Outlay Construction					-	214.3	
Total					0.2	259.3	
* YBI- Transition Structures Contract No. 2							
Capital Outlay Support					0.0	16.0	
Capital Outlay Construction					-	58.5	
Total					0.0	74.5	
* YBI- Transition Structures Contract No. 3 Landscape							
Capital Outlay Support					-	1.0	
Capital Outlay Construction					-	3.3	
Total					-	4.3	
Oakland Touchdown (see notes below)	01204X						
Capital Outlay Support		74.4	-	74.4	27.7	92.1	17.7
Capital Outlay Construction		283.8	-	283.8	19.1	302.5	18.7
Total		358.2	-	358.2	46.8	394.6	36.4
* OTD Submarine Cable	0120K4						
Capital Outlay Support					0.9	3.0	
Capital Outlay Construction					7.8	9.6	
Total					8.7	12.6	
* OTD No. 1 (Westbound)	0120L4						
Capital Outlay Support					6.5	49.9	
Capital Outlay Construction					11.3	226.5	
Total					17.8	276.4	
* OTD No. 2 (Eastbound)	0120M4						
Capital Outlay Support					0.3	15.8	
Capital Outlay Construction					-	62.0	
Total					0.3	77.8	
* OTD Electrical Systems	0120N4						
Capital Outlay Support					0.1	1.4	
Capital Outlay Construction					-	4.4	
Total					0.1	5.8	

Notes: YBI Transition Structures and Oakland Touchdown Cost-to-Date and Cost Forecast includes prior-to-split Capital Outlay Support Costs.

*Current contract allotment to install two submarine electrical cables is \$11.5 million. Additional non-program funding to support this allocation beyond the \$9.6 million of available programs funds has been made available by the Treasure Island Development Authority

Note: Details may not sum to totals due to rounding effects.

Appendix A: Toll Bridge Seismic Retrofit Program (\$ Millions)

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Cost Detail (Cont'd.)

Contract	EA Number	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
Existing Bridge Demolition	01209X						
Capital Outlay Support		79.7	-	79.7	0.3	79.7	-
Capital Outlay Construction		239.2	-	239.2	-	222.0	(17.2)
Total		318.9	-	318.9	0.3	301.7	(17.2)
YBI/SAS Archeology	01207X						
Capital Outlay Support		1.1	-	1.1	1.1	1.1	-
Capital Outlay Construction		1.1	-	1.1	1.1	1.1	-
Total		2.2	-	2.2	2.2	2.2	-
YBI - USCG Road Relocation	0120QX						
Capital Outlay Support		3.0	-	3.0	2.7	3.0	-
Capital Outlay Construction		3.0	-	3.0	2.8	3.0	-
Total		6.0	-	6.0	5.5	6.0	-
YBI - Substation and Viaduct	0120GX						
Capital Outlay Support		6.5	-	6.5	6.4	6.5	-
Capital Outlay Construction		11.6	-	11.6	11.3	11.6	-
Total		18.1	-	18.1	17.7	18.1	-
Oakland Geofill	01205X						
Capital Outlay Support		2.5	-	2.5	2.5	2.5	-
Capital Outlay Construction		8.2	-	8.2	8.2	8.2	-
Total		10.7	-	10.7	10.7	10.7	-
Pile Installation Demonstration Project	01208X						
Capital Outlay Support		1.8	-	1.8	1.8	1.8	-
Capital Outlay Construction		9.2	-	9.2	9.2	9.2	-
Total		11.0	-	11.0	11.0	11.0	-
Stormwater Treatment Measures	0120JX						
Capital Outlay Support		6.0	2.0	8.0	7.6	8.0	-
Capital Outlay Construction		15.0	3.3	18.3	15.1	18.3	-
Total		21.0	5.3	26.3	22.7	26.3	-
Right-of-Way and Environmental Mitigation	0120X9						
Capital Outlay Support		-	-	-	-	-	-
Capital Outlay & Right-of-Way		72.4	-	72.4	38.8	72.4	-
Total		72.4	-	72.4	38.8	72.4	-
	04343X & 04300X						
Sunk Cost - Existing East Span Retrofit							
Capital Outlay Support		39.5	-	39.5	39.5	39.5	-
Capital Outlay Construction		30.8	-	30.8	30.8	30.8	-
Total		70.3	-	70.3	70.3	70.3	-
Other Capital Outlay Support							
Environmental Phase		97.7	-	97.7	97.7	97.7	-
Pre-Split Project Expenditures		44.9	-	44.9	44.9	44.9	-
Non-project Specific Costs		20.0	(1.0)	19.0	3.2	19.0	-
Total		162.6	(1.0)	161.6	145.8	161.6	-
Subtotal Capital Outlay Support		959.4	-	959.4	543.7	977.1	17.7
Subtotal Capital Outlay Construction		4,492.1	182.5	4,674.6	2,032.4	4,689.9	15.2
Other Budgeted Capital		35.1	(3.3)	31.8	0.6	7.7	(24.1)
Total SFOBB East Span Replacement Project		5,486.6	179.2	5,665.8	2,576.7	5,674.7	8.9

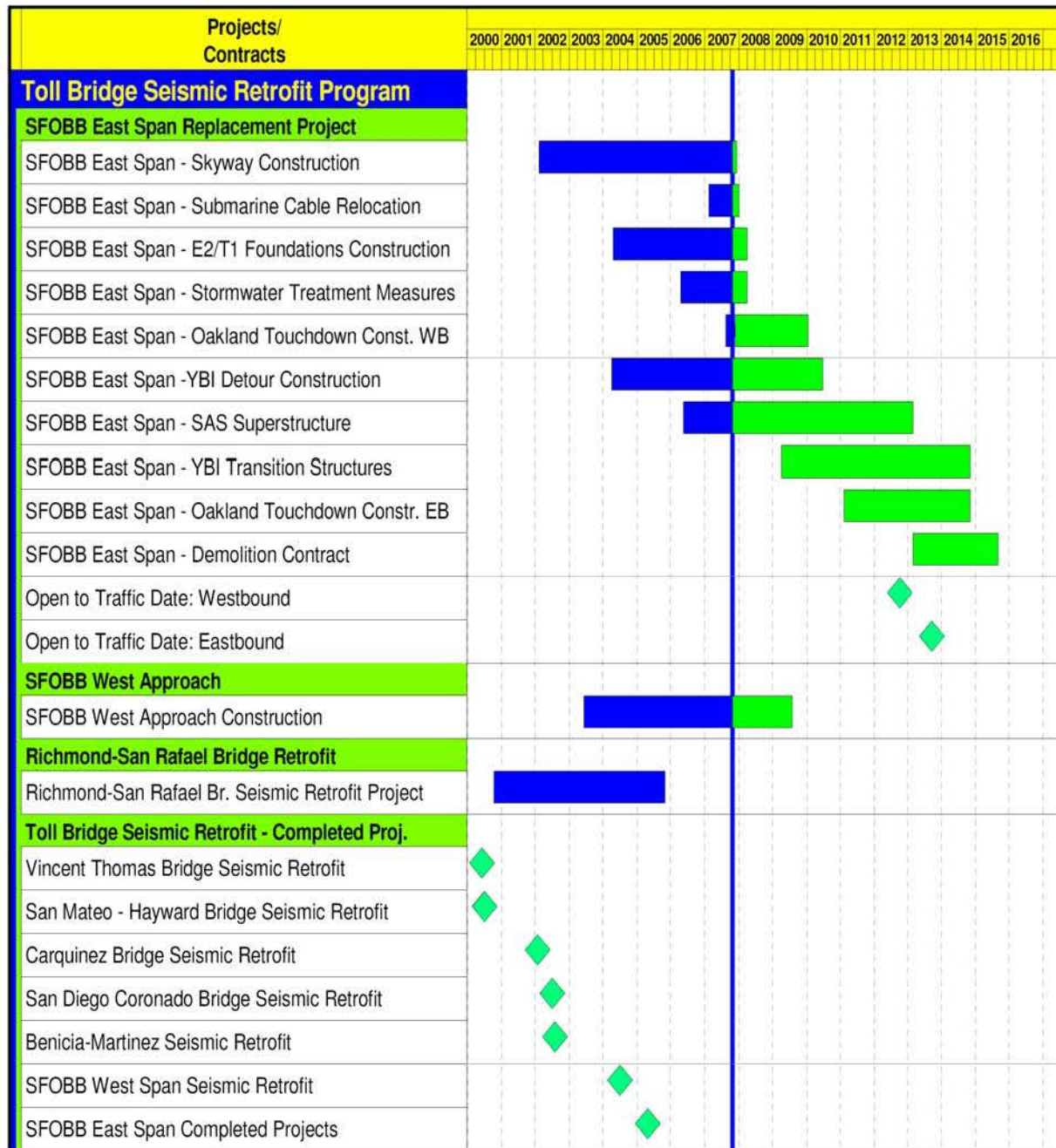
Note: Details may not sum to totals due to rounding effects.

Appendix B: Toll Bridge Seismic Retrofit Program Cost Detail (\$ Millions)

Contract	AB 144 / SB 66 Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	At-Completion Variance
a	c	d	e = c + d	f	g	h = g - e
SFOBB East Span Replacement Project						
Capital Outlay Support	959.4	-	959.4	543.7	977.1	17.7
Capital Outlay Construction	4,492.1	182.5	4,674.6	2,032.4	4,689.9	15.3
Other Budgeted Capital	35.1	(3.3)	31.8	0.6	7.7	(24.1)
Total	5,486.6	179.2	5,665.8	2,576.7	5,674.7	8.9
SFOBB West Approach Replacement						
Capital Outlay Support	120.0	-	120.0	99.1	120.0	-
Capital Outlay Construction	309.0	-	309.0	259.9	309.0	-
Total	429.0	-	429.0	359.0	429.0	-
SFOBB West Span Retrofit						
Capital Outlay Support	75.0	-	75.0	74.8	75.0	-
Capital Outlay Construction	232.9	-	232.9	226.3	232.9	-
Total	307.9	-	307.9	301.1	307.9	-
Richmond-San Rafael Bridge Retrofit						
Capital Outlay Support	134.0	(7.0)	127.0	126.7	127.0	-
Capital Outlay Construction	780.0	(82.0)	698.0	666.6	698.0	-
Total	914.0	(89.0)	825.0	793.3	825.0	-
Benicia-Martinez Bridge Retrofit						
Capital Outlay Support	38.1	-	38.1	38.1	38.1	-
Capital Outlay Construction	139.7	-	139.7	139.7	139.7	-
Total	177.8	-	177.8	177.8	177.8	-
Carquinez Bridge Retrofit						
Capital Outlay Support	28.7	-	28.7	28.8	28.7	-
Capital Outlay Construction	85.5	-	85.5	85.4	85.5	-
Total	114.2	-	114.2	114.2	114.2	-
San Mateo-Hayward Bridge Retrofit						
Capital Outlay Support	28.1	-	28.1	28.1	28.1	-
Capital Outlay Construction	135.4	-	135.4	135.3	135.4	-
Total	163.5	-	163.5	163.4	163.5	-
Vincent Thomas Bridge Retrofit (Los Angeles)						
Capital Outlay Support	16.4	-	16.4	16.4	16.4	-
Capital Outlay Construction	42.1	-	42.1	42.0	42.1	-
Total	58.5	-	58.5	58.4	58.5	-
San Diego-Coronado Bridge Retrofit						
Capital Outlay Support	33.5	-	33.5	33.2	33.5	-
Capital Outlay Construction	70.0	-	70.0	69.4	70.0	-
Total	103.5	-	103.5	102.6	103.5	-
Subtotal Capital Outlay Support	1,433.2	(7.0)	1,426.2	988.9	1,443.9	17.7
Subtotal Capital Outlay	6,286.7	100.5	6,387.2	3,657.0	6,402.5	15.3
Subtotal Other Budgeted Capital	35.1	(3.3)	31.8	0.6	7.7	(24.1)
Miscellaneous Program Costs	30.0	-	30.0	24.7	30.0	-
Subtotal Toll Bridge Seismic Retrofit Program	7,785.0	90.2	7,875.2	4,671.2	7,884.1	8.9
Program Contingency	900.0	(90.2)	809.8	-	800.9	(8.9)
Total Toll Bridge Seismic Retrofit Program	8,685.0	-	8,685.0	4,671.2	8,685.0	-

Note: Details may not sum to totals due to rounding effects.

Appendix C: Toll Bridge Seismic Retrofit Program Summary Schedule



Appendix D: Regional Measure 1 Program Cost Detail (\$ Millions)

Project	EA Number	BATA Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
New Benicia-Martinez Bridge Project							
New Bridge	00603_						
Capital Outlay Support		84.9	7.7	92.6	90.2	89.8	(2.8)
Capital Outlay Construction				-			-
BATA Funding		661.9	100.9	762.8	750.9	762.8	-
Non-BATA Funding		10.1	-	10.1	10.1	10.1	-
Subtotal		672.0	100.9	772.9	761.0	772.9	-
Total		756.9	108.6	865.5	851.2	862.7	(2.8)
I-680/I-780 Interchange Reconstruction							
I-680/I-780 Interchange Reconstruction	00606_						
Capital Outlay Support							
BATA Funding		24.9	5.2	30.1	29.2	30.1	-
Non-BATA Funding		1.4	5.2	6.6	6.3	6.6	-
Subtotal		26.3	10.4	36.7	35.5	36.7	-
Capital Outlay Construction							
BATA Funding		54.7	22.5	77.2	75.3	77.2	-
Non-BATA Funding		21.6	-	21.6	21.7	21.6	-
Subtotal		76.3	22.5	98.8	97.0	98.8	-
Total		102.6	32.9	135.5	132.5	135.5	-
I-680/Marina Vista Interchange Reconstruction							
I-680/Marina Vista Interchange Reconstruction	00605_						
Capital Outlay Support		18.3	1.8	20.1	19.8	20.0	(0.1)
Capital Outlay Construction		51.5	8.1	59.6	56.1	59.6	-
Total		69.8	9.9	79.7	75.9	79.6	(0.1)
New Toll Plaza and Administration Building							
New Toll Plaza and Administration Building	00604_						
Capital Outlay Support		11.9	3.8	15.7	15.5	15.7	-
Capital Outlay Construction		24.3	2.0	26.3	23.0	26.3	-
Total		36.2	5.8	42.0	38.5	42.0	-
Existing Bridge & Interchange Modifications							
Existing Bridge & Interchange Modifications	0060A_						
Capital Outlay Support		4.3	14.3	18.6	8.9	18.6	-
Capital Outlay Construction							
BATA Funding		17.2	32.8	50.0	-	50.0	-
Non-BATA Funding		-	11.0	11.0	-	11.0	-
Subtotal		17.2	43.8	61.0	-	61.0	-
Total		21.5	58.1	79.6	8.9	79.6	-
Other Contracts							
Other Contracts	See note below						
Capital Outlay Support		11.4	(1.5)	9.9	6.4	8.3	(1.6)
Capital Outlay Construction		20.3	(1.3)	19.0	15.3	19.0	-
Capital Outlay Right-of-Way		20.4	(0.1)	20.3	12.4	20.3	-
Total		52.1	(2.9)	49.2	34.1	47.6	(1.6)
Subtotal BATA Capital Outlay Support		155.7	31.3	187.0	170.0	182.5	(4.5)
Subtotal BATA Capital Outlay Construction		829.9	165.0	994.9	920.6	994.9	-
Subtotal Capital Outlay Right-of-Way		20.4	(0.1)	20.3	12.4	20.3	-
Subtotal Non-BATA Capital Outlay Support		1.4	5.2	6.6	6.3	6.6	-
Subtotal Non-BATA Capital Outlay Construction		31.7	11.0	42.7	31.8	42.7	-
Project Reserves		20.8	1.7	22.5	-	27.0	4.5
Total New Benicia-Martinez Bridge Project		1,059.9	214.1	1,274.0	1,141.1	1,274.0	-

Notes:

Includes EA's 00601_, 00603_, 00605_, 00606_, 00608_, 00609_, 0060A_, 0060C_, 0060E_, 0060F_, 0060G_, and 0060H_ and all Project Right-of-Way

Note: Details may not sum to totals due to rounding effects.

Appendix D: Regional Measure 1 Program Cost Detail (\$ Millions) (Cont'd.)

Project	EA Number	BATA Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
Carquinez Bridge Replacement Project							
New Bridge	01301_						
Capital Outlay Support		60.5	(0.3)	60.2	60.2	60.2	-
Capital Outlay Construction		253.3	4.0	257.3	255.9	257.3	-
Total		313.8	3.7	317.5	316.1	317.5	-
Crockett Interchange Reconstruction	01305_						
Capital Outlay Support		32.0	(0.1)	31.9	31.9	32.0	0.1
Capital Outlay Construction		73.9	-	73.9	71.9	73.9	-
Total		105.9	(0.1)	105.8	103.8	105.9	0.1
Existing 1927 Bridge Demolition	01309_						
Capital Outlay Support		16.1	-	16.1	14.0	14.2	(1.9)
Capital Outlay Construction		35.2	-	35.2	30.9	35.2	-
Total		51.3	-	51.3	44.9	49.4	(1.9)
Other Contracts	See note below						
Capital Outlay Support		15.8	0.2	16.0	15.6	16.0	-
Capital Outlay Construction		18.8	(0.8)	18.0	15.6	18.1	0.1
Capital Outlay Right-of-Way		10.5	-	10.5	9.9	10.4	(0.1)
Total		45.1	(0.6)	44.5	41.1	44.5	0.0
Subtotal BATA Capital Outlay Support		124.4	(0.2)	124.2	121.7	122.4	(1.8)
Subtotal BATA Capital Outlay Construction		381.2	3.2	384.4	374.3	384.5	0.1
Subtotal Capital Outlay Right-of-Way		10.5	-	10.5	9.9	10.4	(0.1)
Project Reserves		12.1	(3.0)	9.1	-	0.9	(8.2)
Total Carquinez Bridge Replacement Project		528.2	-	528.2	505.9	518.2	(10.0)

Notes:

Other Contracts includes EA's 01301_, 01302_, 01303_, 01304_, 01305_, 01306_, 01307_, 01308_, 01309_, 0130A_, 0130C_, 0130D_, 0130F_, 0130G_, 0130H_, 0130J_, 00453_, 00493_, 04700_, 00607_, 2A270_, and 29920_ and all Project Right-of-Way

Note: Details may not sum to totals due to rounding effects.

Appendix D: Regional Measure 1 Program Cost Detail (\$ Millions) (Cont'd.)

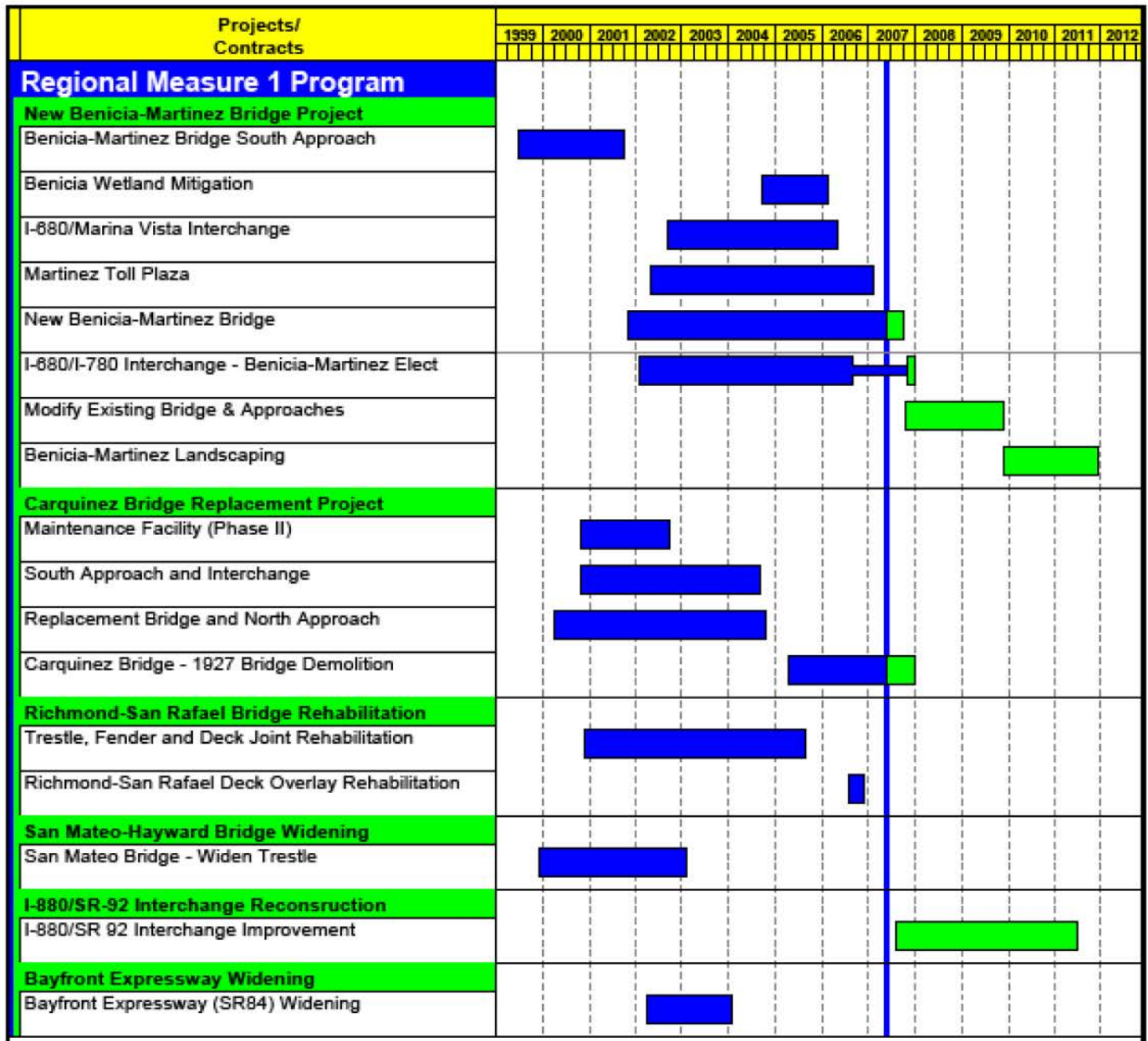
Project	EA Number	BATA Budget (07/2005)	Approved Changes	Current Approved Budget (10/2007)	Cost To Date (10/2007)	Cost Forecast (10/2007)	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
Richmond-San Rafael Bridge Trestle, Fender, and Deck Joint Rehabilitation							
	See note ¹ below						
Capital Outlay Support							
BATA Funding		2.2	-	2.2	1.4	2.2	-
Non-BATA Funding		8.6	-	8.6	10.4	10.4	1.8
Subtotal		10.8	-	10.8	11.8	12.6	1.8
Capital Outlay Construction							
BATA Funding		40.2	-	40.2	33.4	33.4	(6.8)
Non-BATA Funding		51.1	-	51.1	51.1	51.1	-
Subtotal		91.3	-	91.3	84.5	84.5	(6.8)
Project Reserves		-	-	-	-	-	-
Total		102.1	-	102.1	96.3	97.1	(5.0)
Richmond-San Rafael Bridge Deck Overlay Rehabilitation							
	04152_						
Capital Outlay Support							
BATA Funding		4.0	(0.4)	3.6	3.3	3.6	-
Non-BATA Funding		4.0	(4.0)	-	-	-	-
Subtotal		8.0	(4.4)	3.6	3.3	3.6	-
Capital Outlay Construction		16.9	3.6	20.5	16.3	16.2	(4.3)
Project Reserves		0.1	0.8	0.9	-	5.2	4.3
Total		25.0	-	25.0	19.6	25.0	-
Richmond Parkway Project (RM 1 Share Only)							
	Non-Caltrans						
Capital Outlay Support		-	-	-	-	-	-
Capital Outlay Construction		5.9	-	5.9	4.3	5.9	-
Total		5.9	-	5.9	4.3	5.9	-
San Mateo-Hayward Bridge Widening							
	See note ² below						
Capital Outlay Support		34.6	(0.3)	34.3	34.1	34.3	-
Capital Outlay Construction		180.2	-	180.2	174.1	177.2	(3.0)
Capital Outlay Right-of-Way		1.5	-	1.5	0.5	0.6	(0.9)
Project Reserves		1.5	0.3	1.8	-	0.3	(1.5)
Total		217.8	-	217.8	208.7	212.4	(5.4)
I-880/SR-92 Interchange Reconstruction							
	EA's 23317_, 01601_, and 01602_						
Capital Outlay Support		28.8	26.2	55.0	33.7	55.0	-
Capital Outlay Construction							
BATA Funding		85.2	60.2	145.4	-	145.4	-
Non-BATA Funding		9.6	-	9.6	-	9.6	-
Subtotal		94.8	60.2	155.0	-	155.0	-
Capital Outlay Right-of-Way		9.9	5.1	15.0	8.8	15.0	-
Project Reserves		0.3	19.7	20.0	-	20.0	-
Total		133.8	111.2	245.0	42.5	245.0	-
Bayfront Expressway Widening							
	EA's 00487_, 01511_, and 01512_						
Capital Outlay Support		8.6	(0.3)	8.3	8.2	8.2	(0.1)
Capital Outlay Construction		26.5	-	26.5	24.9	26.5	-
Capital Outlay Right-of-Way		0.2	-	0.2	0.2	0.2	-
Project Reserves		0.8	0.3	1.1	-	1.1	-
Total		36.1	-	36.1	33.3	36.0	(0.1)
US 101/University Avenue Interchange Modification							
	Non-Caltrans						
Capital Outlay Support		-	-	-	-	-	-
Capital Outlay Construction		3.8	-	3.8	3.7	3.8	-
Total		3.8	-	3.8	3.7	3.8	-
Subtotal BATA Capital Outlay Support		358.3	56.3	414.6	372.4	408.2	(6.4)
Subtotal BATA Capital Outlay Construction		1,569.8	232.0	1,801.8	1,551.6	1,787.8	(14.0)
Subtotal Capital Outlay Right-of-Way		42.5	5.0	47.5	31.8	46.5	(1.0)
Subtotal Non-BATA Capital Outlay Support		14.0	1.2	15.2	16.7	17.0	1.8
Subtotal Non-BATA Capital Outlay Construction		92.4	11.0	103.4	82.9	103.4	-
Project Reserves		35.6	19.8	55.4	-	54.5	(0.9)
Total RM1 Program		2,112.6	325.3	2,437.9	2,055.4	2,417.4	(20.5)

Notes:

¹ Richmond-San Rafael Bridge Trestle, Fender, and Deck Joint Rehabilitation Includes Non-TBSRA Expenses for EA 0438U_ and 04157_² San Mateo-Hayward Bridge Widening Includes EA's 00305_, 04501_, 04502_, 04503_, 04504_, 04505_, 04506_, 04507_, 04508_, 04509_, 27740_, 27790_, 04860_

Note: Details may not sum to totals due to rounding effects.

Appendix E: Regional Measure 1 Program Summary Schedule



Start Date 01JAN95
 Finish Date 30NOV11
 Data Date 31OCT07
 Run Date 03DEC07 11:36

Early Bar
 Progress Bar

Appendix F: Glossary of Terms

AB144/SB 66 BUDGET: The planned allocation of resources for the Toll Bridge Seismic Retrofit Program, or subordinate projects or contracts, as provided in Assembly Bill 144 and Senate Bill 66, signed into law by Governor Schwarzenegger on July 18, 2005 and September 29, 2005, respectively.

BATA BUDGET: The planned allocation of resources for the Regional Measure 1 Program, or subordinate projects or contracts as authorized by the Bay Area Toll Authority as of June 2005.

APPROVED CHANGES: For cost, changes to the AB144/SB 66 Budget or BATA Budget as approved by the Bay Area Toll Authority Commission. For schedule, changes to the AB 144/SB 66 Project Complete Baseline approved by the Toll Bridge Program Oversight Committee, or changes to the BATA Project Complete Baseline approved by the Bay Area Toll Authority Commission.

CURRENT APPROVED BUDGET: The sum of the AB144/SB66 Budget or BATA Budget and Approved Changes.

COST TO DATE: The actual expenditures incurred by the program, project or contract as of the month and year shown.

COST FORECAST: The current forecast of all of the costs that are projected to be expended so as to complete the given scope of the program, project, or contract.

AT COMPLETION VARIANCE or VARIANCE (cost): The mathematical difference between the Cost Forecast and the Current Approved Budget.

AB 144/SB 66 PROJECT COMPLETE BASELINE: The planned completion date for the Toll Bridge Seismic Retrofit Program or subordinate projects or contracts.

BATA PROJECT COMPLETE BASELINE: The planned completion date for the Regional Measure 1 Program or subordinate projects or contracts.

PROJECT COMPLETE CURRENT APPROVED SCHEDULE: The sum of the AB144/SB66 Project Complete Baseline or BATA Project Complete Baseline and Approved Changes.

PROJECT COMPLETE SCHEDULE FORECAST: The current projected date for the completion of the program, project, or contract.

SCHEDULE VARIANCE or VARIANCE (schedule): The mathematical difference expressed in months between the Project Complete Schedule Forecast and the Project Complete Current Approved Schedule.

The following information is provided in accordance with California Government code Section 7550:

This document is one of a series of reports prepared for the Bay Area Toll Authority (BATA)/Metropolitan Transportation Commission (MTC) for the Toll Bridge Seismic Retrofit and Regional Measure 1 Programs. The contract value for the monitoring efforts, technical analysis, and field site works that contribute to these reports, as well as the report preparation and production, is \$1,574,873.

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ITEM 3: PROGRESS REPORTS

c. FHWA Yearly Financial Update

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Tony Anziano, Toll Bridge Program Manager, Caltrans

RE: Agenda No. - 3c

Item- Progress Reports

FHWA Yearly Financial Update

Recommendation:

APPROVAL

Cost:

N/A

Schedule Impacts:

N/A

Discussion:

The Federal Highway Administration (FHWA) requires the Department to submit financial plans for major highway projects involving Federal funding, and these plans must be updated on an annual basis. The East Span Seismic Safety Project does have a small amount of Federal funding (in the Skyway contract) and is considered by FHWA to be a major project subject to this reporting requirement. The focus of the report is on the adequacy of the project cash flow and budget. A draft update has been prepared and is attached to this memo. The draft update is derived (largely cut and paste to address FHWA's formatting requirements) from the approved 3rd Quarter Toll Bridge Seismic Retrofit Program Report together with cash flow projections provided by the Bay Area Toll Authority. The 3rd Quarter Report is also included as an attachment. The update is being submitted to the TBPOC for approval prior to approval by the Department and submission to FHWA.

Attachment: Draft 2007 Annual Update to the Finance Plan of the San Francisco – Oakland Bay Bridge East Span Seismic Safety Project

2007 ANNUAL UPDATE TO THE FINANCE PLAN OF THE SAN FRANCISCO – OAKLAND BAY BRIDGE EAST SPAN SEISMIC SAFETY PROJECT

This annual update is submitted by the California Department of Transportation (Department) in accordance with the requirements of Section 1305 (b) of the Transportation Efficiency Act for the 21st Century, and Title 23 United States Code, Section 106 (h).

Introduction and Summary

The San Francisco-Oakland Bay Bridge (SFOBB) East Span Seismic Safety Project (ESSSP) is part of the \$8.685 billion Toll Bridge Seismic Retrofit Program (TBSRP). The TBSRP was established to finance the retrofit or replacement of seven state-owned toll bridges. The funding plan for the TBSRP was established by Senate Bill (SB) 60 in 1997, Assembly Bill (AB) 1171 in 2001, and AB 144/SB 66 in 2005.

AB 144 established a comprehensive financial plan for the TBSRP, including the consolidation and financial management of all toll revenues collected on the state-owned toll bridges in the San Francisco Bay Area under the jurisdiction of the Bay Area Toll Authority (BATA). The bill provides \$630 million in additional state funds and authorizes BATA to increase tolls on the Bay Area state-owned toll bridges by at least an additional \$1.00 on January 1, 2007 to provide adequate funding to complete the TBSRP.

In addition, AB 144 and SB 66 significantly strengthen the program and project oversight activities for the TBSRP. The bills created the Toll Bridge Program Oversight Committee (TBPOC) to implement project oversight and control processes for the TBSRP. The TBPOC is comprised of the Director of the Department of Transportation (Caltrans), the Executive Director of BATA, and the Executive Director of the California Transportation Commission (CTC). The TBPOC's program oversight activities include review and approval of contract bid documents, review and resolution of project issues, evaluation and approval of contract change orders and claims, and the issuance of monthly and quarterly progress reports.

Under AB 144, the baseline budget to retrofit or replace the seven state-owned toll bridges was set at \$7.785 billion and a \$900 million program contingency, for a total program budget of \$8.685 billion. The bill reaffirms the self-anchored suspension design for the SFOBB East Span connector. The budgeted total program costs and the funding sources remain unchanged from AB 144.

The finance plan outlined in this annual update includes fund sources for the entire TBSRP, including the \$900 million program contingency. The only bridge remaining to be completed in the TBSRP is the SFOBB (ESSSP and West Approach Seismic Retrofit). Some of the seismic work on the completed bridges was accomplished at less cost than budgeted. These savings are available to augment the program contingency. Currently, \$89 million in savings has been realized from the Richmond-San Rafael Bridge Seismic Retrofit project which was completed in October 2005.

Program Funding and Financing

AB 144 established a funding level of \$8.685 billion for the TBSRP. The entire program will be financed through a combination of toll revenues, federal, state and local funds. *Table 1. Program Budgeted Funding Sources* details the funding sources.

Table 1. Program Budgeted Funding Sources as of September 30, 2007 (\$ in Millions)

	Budgeted	Funding Available & Contributions
Financing		
Seismic Surcharge Revenue AB 1171	\$2,282.0	\$2,282.0
Seismic Surcharge Revenue AB 144	\$2,150.0	\$2,150.0
BATA Consolidation	\$820.0	\$820.0
Subtotal - Financing	\$5,252.0	\$5,252.0
Contributions		
Proposition 192	\$790.0	\$789.0
San Diego Coronado Toll Bridge Revenue Fund	\$33.0	\$33.0
Vincent Thomas Bridge	\$15.0	\$6.9
State Highway Account ⁽¹⁾⁽²⁾	\$745.0	\$745.0
Public Transportation Account ⁽¹⁾⁽³⁾	\$130.0	\$130.0
ITIP/SHOPP/Federal Contingency	\$448.0	\$0.0
Federal Highway Bridge Replacement and Rehabilitation (HBRR)	\$642.0	\$600.0
SHA - East Span Demolition	\$300.0	
SHA - "Efficiency Savings" ⁽⁴⁾	\$130.0	\$2.0
Redirect Spillover	\$125.0	\$125.0
Motor Vehicle Account	\$75.0	\$75.0
Subtotal - Contributions	\$3,433.0	\$2,505.9
Total Funding	\$8,685.0	\$7,757.9
Allocated to date		\$6,369.7
Remaining Unallocated		\$1,388.2

⁽¹⁾ The California Transportation Commission adopted a new schedule and changed the PTA/SHA split on December 15, 2005.

⁽²⁾ To date, \$645 million has been transferred from the SHA to the TBSRP, including the full \$290 million transfer scheduled by the CTC to occur in 2005-06. An additional \$100 million has been expended directly from the account.

⁽³⁾ To date, \$130 million has been transferred from the PTA to the TBSRP, including the full amount of all transfers scheduled by the CTC.

⁽⁴⁾ To date, \$2 million has been transferred from the SHA to the TBSRP, representing the commitment of "Efficiency Savings" for 2005-06 identified under AB 144. Approximately \$128 million remains to be distributed as scheduled by the CTC.

Notes:

Program budget includes \$900 million program contingency.

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Funding Status

Of the \$8.685 billion budgeted for the TBSRP, \$6.37 billion has been expended or encumbered as of September 30, 2007. The difference between the total of expenditures and encumbrances and the total of revenues and transfers will be covered by scheduled future revenues. The program's financial status of revenues and expenditures and encumbrances is summarized in *Table 2. Toll Bridge Seismic Retrofit Program Financial Status*. The figures include the surcharge revenues collected, transfers from the State Highway Account (SHA) and the Public Transportation Account (PTA), revenue from the Seismic Retrofit Bond of 1996 (Proposition 192), and expenditures and encumbrances from the Toll Bridge Seismic Retrofit Account (TBSRA). Through September 2005, \$789 million provided by Proposition 192 has been allocated by the CTC.

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Table 2. Toll Bridge Seismic Retrofit Program Financial Status as of September 30, 2007(\$ Millions)*

Toll Bridge Seismic Retrofit Program Financial Status As of September 30, 2007 (Dollars in Millions)	
Revenues:	
Toll Surcharge ⁽¹⁾	\$687.9
SMIF Interest	\$97.9
Bond Revenue (Seismic Bond of 1996)	\$789.0
Bond Revenue (Toll Revenue Bonds)	\$1,062.0
Commercial Paper ⁽²⁾	\$80.0
SANDAG	\$33.0
Vincent Thomas ⁽³⁾	\$6.9
Federal Highway Bridge Replacement and Rehabilitation	\$600.0
Transfers to TBSRA:	
Motor Vehicle Account	\$75.0
State Highway Account ⁽⁴⁾	\$745.0
Public Transportation Account ⁽⁵⁾	\$90.0
State Highway Account "Efficiency Savings" ⁽⁶⁾	\$2.0
Total Revenues and Transfers	\$4,268.7
Expenditures:	
Capital Outlay	\$3,626.9
State Operations	\$1,003.3
Total Expenditures	\$4,630.2
Encumbrances:	
Capital Outlay	\$1,722.9
State Operations	\$16.6
Total Encumbrances	\$1,739.5
Total Expenditures and Encumbrances	\$6,369.7

(1) The Toll Surcharge is dedicated to repayment of bonds beginning September 1, 2003. Toll Surcharge shown here is only toll revenue collected prior to that date.

(2) \$80 Million in Commercial Paper issued on or about April 5, 2005.

(3) No additional funding is expected from the Vincent Thomas Toll Revenue

(4) To date, \$645 million has been transferred from the SHA to the TBSRP, including the full \$290 million transfer scheduled by the CTC to occur in 2005-06. An additional \$100 million has been expended directly from the account.

(5) To date, \$130 million has been transferred from the PTA to the TBSRP, including the full amount of all transfers scheduled by the CTC.

(6) To date, \$2 million has been transferred from the SHA to the TBSRP, representing the commitment of "Efficiency Savings" for 2005-06 identified under AB 144. Approximately \$128 million remains to be distributed as scheduled by the CTC.

* From Third Quarter 2007 TBSRP Report

As shown in *Table 3. Schedule of Contributions to the Toll Bridge Seismic Retrofit Program*, in December 2005, the CTC adopted the revised schedule for the transfer of funds to allow BATA to pledge state fund contribution to the financing of the TBSRP per BATA's adopted finance plan.

Table 3. Schedule of Contributions to the Toll Bridge Seismic Retrofit Program (\$ in Millions)

Source	Description	2005-06 (Actual)	2006-07 (Actual)	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	Total
AB 1171	SHA	290									290
	PTA	80	40								120
	HBRR	100	100	100	42						342
	Contingency				1	99	100	100	148		448
AB 144	SHA*	2	8				53	50	17		130
	MVA	75									75
	Spillover		125								125
	SHA**									300	300
	Total	547	273	100	43	99	153	150	165	300	1830

* Caltrans efficiency savings

** SFOBB East Span demolition cost

Program Financing and Cash Flow Projections

AB 144 consolidated the administration of all toll revenues collected on the state-owned Bay Area toll bridges and financing of the TBSRP under the jurisdiction of the BATA. BATA has direct programmatic responsibilities for the administration of all toll revenues collected on the state-owned bridges in the Bay Area and responsibilities for financial management of the TBSRP, including:

- Administrative responsibility for collection and accounting of all toll revenues.
- Authorization to increase tolls on the state-owned bridges by \$1.00, effective no sooner than January 1, 2007.
- Project level toll setting authority as necessary to cover additional cost increases beyond the funded \$900 million program contingency in order to complete the toll bridge seismic retrofit program.
- Assumption of funding all of the roadway and bridge structure maintenance from Caltrans once bridge seismic retrofit projects are completed.

In accordance with its responsibilities provided under the law, in September 2005, BATA adopted a finance plan for the TBSRP. The major components of the finance plan include:

- Issuing \$6.2 billion in debt, including defeasance of \$1.5 billion in outstanding State Infrastructure Bank bonds and commercial paper;

- Increasing tolls on the state-owned bridges by \$1.00 (from \$3.00 to \$4.00 for two-axle vehicles), effective January 1, 2007;
- Securing the maximum amount of state funding early in the construction schedule to most efficiently use toll funds (see discussion below); and,
- Locking in historically low interest rates to the extent possible in order to improve the chances that the entire toll program construction and the operations and maintenance can be delivered within the \$4.00 auto toll level.

In September 2005, BATA approved a Finance Plan for the TBSRP and other toll bridge improvement programs dependent on toll revenues from the state-owned bridges. The finance plan calls for \$6.2 billion in new debt issuances, including defeasance of the existing outstanding I-Bank bonds. Consistent with the finance plan, in December 2005, BATA approved the issuance of up to \$1.0 billion of 2006 toll bridge revenue bonds. The bond issuance will provide adequate cash flow to fund the SAS contract for the ESSSP, which was awarded on May 3, 2006.

Furthermore, in March 2006, BATA approved the issuance of \$1.3 billion in bonds to defease the I-Bank bonds approved in October 2005. Additionally, pursuant to the law, BATA held two public hearings, one in October and one in November 2005, to receive public testimony regarding the proposed \$1.00 seismic surcharge toll increase beginning on January 1, 2007 on the state-owned toll bridges in the Bay Area. BATA approved the toll increase on January 25, 2006.

Furthermore, SB 66, enacted on September 29, 2005, appropriates \$75 million of specified Motor Vehicle Account funds and \$125 million of other specified state funds for state-owned toll bridges in the Bay Area. These funds have already been transferred to the Toll Bridge Seismic Retrofit Account.

Additionally, the following pro forma financial statement projects the financial operations and results for BATA for fiscal years 2008-2013. See *Table 4. BATA Pro Forma Financial Projections*.

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Table 4. BATA Pro Forma Financial Projections

<i>Bay Area Toll Authority</i> <i>Pro Forma Financial Projections</i> <i>(\$ in Thousands)</i> <i>Updated: September 30, 2007</i>						
	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Operating Revenue						
Toll Revenue	\$ 486,140	\$ 487,751	\$ 489,369	\$ 490,996	\$ 492,631	\$ 495,094
Interest Income	141,352	98,180	58,457	51,311	58,140	53,806
Total Operating Revenue	\$ 627,492	\$ 585,931	\$ 547,826	\$ 542,307	\$ 550,771	\$ 548,900
Operating Expenses						
Other Operating Expenses*	\$ (71,234)	\$ (75,208)	\$ (76,045)	\$ (76,900)	\$ (77,772)	\$ (78,758)
Toll Operating Expenses	(57,775)	(58,993)	(60,763)	(63,086)	(69,183)	(71,243)
Total Operating Expenses	\$ (129,009)	\$ (134,201)	\$ (136,808)	\$ (139,986)	\$ (146,955)	\$ (150,001)
Net Before Debt Service	\$ 498,483	\$ 451,730	\$ 411,018	\$ 402,321	\$ 403,816	\$ 398,899
Debt Service	(223,676)	(234,703)	(234,398)	(254,997)	(282,943)	(298,577)
Net Operating Revenue	\$ 274,807	\$ 217,027	\$ 176,620	\$ 147,324	\$ 120,873	\$ 100,322
State Contribution (AB144/SB66)						
SHA **		\$ 1,000	\$ 99,000	\$ 100,000	\$ 100,000	\$ 148,000
HBRR **	100,000	42,000				
Total State Contribution	\$ 100,000	\$ 43,000	\$ 99,000	\$ 100,000	\$ 100,000	\$ 148,000
Debt Proceeds			-	750,000	700,000	250,000
Total Non Operating Revenue	\$ 100,000	\$ 43,000	\$ 99,000	\$ 850,000	\$ 800,000	\$ 398,000
TBSRP Expenses						
SAS	\$ (383,847)	\$ (520,849)	\$ (345,747)	\$ (174,114)	\$ (158,875)	\$ (81,415)
Remainder of TBSRP	(567,569)	(301,358)	(160,051)	(193,933)	(306,673)	(319,385)
Total TBSRP Expenses	\$ (951,416)	\$ (822,206)	\$ (505,798)	\$ (368,047)	\$ (465,547)	\$ (400,800)
Beginning Balance	\$ 2,982,523	\$ 2,476,220	\$ 1,914,040	\$ 1,683,862	\$ 2,313,139	\$ 2,768,465
Total Net Income	(576,609)	(562,179)	(230,178)	629,277	455,326	97,522
Transfers	70,306					
Ending Fund Balance	\$ 2,476,220	\$ 1,914,040	\$ 1,683,862	\$ 2,313,139	\$ 2,768,465	\$ 2,865,987

Base Assumptions:**Revenue Assumptions**

Total Growth Rate 0.50%

Bay Bridge 0.00%

All Other Bridges 0.50%

Interest Earnings Assumptions

Floating Rate Bonds 3.41%

Fund Balance Earnings 5.06%

Expenses

Operating and Maintenance 3.5%

*MTC to BATA transfers

** CTC adopted pmt schedule

Contingency

HBRR

Project Description

The SFOBB ESSSP will be seismically retrofitted through the complete replacement of the existing span. The project includes construction of the Skyway portion of the bridge, which consists of two parallel concrete structures, each approximately 1.3 miles in length; an SAS bridge consisting of a 510-foot tower supporting a bridge deck connecting the Skyway to Yerba Buena Island Transition Structures (YBITS) on YBI and on the east end of the bridge connecting the bridge to the toll plaza area, and demolition of the existing east span.

The SFOBB ESSSP now consists of 21 contracts. Construction of the Oakland Touchdown (OTD) Approach Structures and the YBITS has been split into multiple contracts to facilitate construction flow and to accelerate some elements of work off the critical path for the completion of the new east span.

Current Status

The current 21 contracts for SFOBB ESSSP are identified below:

Nine contracts are **complete**:

- Interim Retrofit (Existing Bridge)
- East Span Retrofit (Existing Bridge)
- Pile Installation Demonstration
- OTD Geofill
- YBI Archaeology
- United States Coast Guard (USCG) Road Relocation on YBI
- SAS Land Foundations (W2)
- YBI Electrical Substation
- OTD Submarine Cable

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Six contracts are under **construction**:

- Skyway (98 percent complete)
- South/South Detour (61 percent complete)
- SAS Marine Foundations (E2/T1) (89 percent complete)
- SAS (21 percent complete)
- Stormwater Treatment Measures (92 percent complete)
- OTD Contract 1 was awarded in July 2007.

Six contracts are in **design**:

- OTD Contract 2 (construct eastbound superstructure, landscaping, and maintenance road). The contract is planned to be advertised in summer 2010.
- OTD Portions of the Corridor Electrical Contract: This scope may be executed as a separate contract, or alternatively, may be included within OTD Contract 2 and/or the other contracts within the east span corridor.
- YBITS No.1 (design 90 percent complete to date)

- YBITS No.2 (design 80 percent complete to date)
- YBITS No.3 Landscape contract
- Existing Bridge Demolition design (10 percent complete to date).

Project Timeline/Implementation Plan

The current schedule anticipates that the new westbound SFOBB East Span will be open to traffic by 2012 and the eastbound Span by 2013. TBPOC has challenged the project team to accelerate the delivery of the SAS contract; thereby, the delivery of the TBSRP. Demolition of the existing east span is scheduled to be completed in 2015. See *Table 5. SFOBB ESSSP Baseline and Projected Schedule Summary*.

Table 5. SFOBB ESSSP Baseline and Projected Schedule Summary

Contract	AB 144/SB 66 Baseline Project Completion Date	Approved Changes	Current Approved Schedule	3rd Quarter 2007 Forecast Project Completion Date	Variance (Months)
Skyway	Apr-07	8	Dec-07	Dec-07	-
YBI South / South Detour	Jul-07	36	Jun-10	Jun-10	-
Stormwater Treatment Measures	Mar-08	-	Mar-08	Mar-08	-
SAS E2/T1 Foundations	Jun-08	(3)	Mar-08	Mar-08	-
Open to Traffic: Westbound	Sep-11	12	Sep-12	Sep-12	-
SAS Superstructure	Mar-12	12	Mar-13	Mar-13	-
Open to Traffic: Eastbound	Sep-12	12	Sep-13	Sep-13	-
Oakland Touchdown	Nov-13	12	Nov-14	Nov-14	-
◆ OTD Submarine Cable	N/A		Jan-08	Jan-08	-
◆ OTD Westbound	N/A		Jan-10	Jan-10	-
◆ OTD Eastbound	N/A		Nov-14	Nov-14	-
YBI Transition Structures	Nov-13	12	Nov-14	Nov-14	-
Existing Bridge Demolition	Sep-14	12	Sep-15	Sep-15	-

Note: The new east span forecast to be fully open to traffic in September 2013. Construction activities will continue beyond that date to complete the project, including demolition of the existing structure.

It should be noted that the schedules shown do not at this time include the potential near “worst-case” issues that may affect the schedule identified in the SFOBB ESSSP Risk Management Plan.

For additional information regarding the Implementation Plan, please refer to Attachment 1, Third Quarter 2007 TBSRP Report.

Draft

Cost Estimate

TBSRP Reporting

The Department, together with the Toll Bridge Program Oversight Committee (TBPOC), uses three primary measures to monitor and report the financial status of the San Francisco-Oakland Bay Bridge (SFOBB) East Span Seismic Safety Project (ESSSP): the Baseline Budget established by California Assembly Bill 144 of 2005, the current TBPOC Approved Budget, and the current Forecast Cost.

Baseline Budget

The budget established when AB 144 became law in July 2005 was the baseline budget.

Forecast Cost

The TBSRP forecast cost at completion depends on the quality of plans, contractor's performances, construction administration and effectiveness of implementing risk mitigation measures. Consequently, the Department has undertaken a probabilistic assessment of the expected program cost at completion. Quantitative cost risk analyses associated with TBSRP Capital Outlay (CO) and Capital Outlay Support (COS) are reported in the Quarterly Risk Management Report (QRM) and considered in the TBPOC's cost forecasts.

Cost History

The AB 144/SB 66 baseline budget for the SFOBB ESSSP was \$5.487 billion with \$959.4 million in COS. As of this report, the TBPOC approved budget changes to some of the SFOBB ESSSP contracts. The TBPOC current approved budget was \$5.666 billion, an increase of \$179.2 million in CO. The Third Quarter 2007 forecast of the SFOBB ESSSP was \$5.675 billion. The increase can be funded by combination of the non-project specific cost for COS, other budgeted capital for CO and also from the program contingency. See *Table 6. Toll Bridge Seismic Retrofit Program, San Francisco-Oakland Bay Bridge East Span Seismic Safety Project, Cost History*.

Draft

Table 6. Toll Bridge Seismic Retrofit Program, San Francisco-Oakland Bay Bridge East Span Seismic Safety Project, Cost History.

Toll Bridge Seismic Retrofit Program
San Francisco-Oakland Bay Bridge East Span Seismic Safety Project
Cost History (\$ in Millions)

Contract	AB 144/ SB 66 Budget (2005)	Approved Changes	TBPOC Current Approved Budget	3rd Quarter 2007 Forecast	Variance
a	b	c	d = b + c	f	g = f - d
Completed Projects					
Benicia-Martinez	177.8		177.8	177.8	
Carquinez	114.2		114.2	114.2	
San Mateo-Hayward	163.5		163.5	163.5	
Vincent Thomas	58.5		58.5	58.5	
San Diego-Coronado	103.5		103.5	103.5	
SFOBB West Span	307.9		307.9	307.9	
Richmond-San Rafael	914.0	(89.0)	825.0	825.0	
Ongoing Projects					
SFOBB West Approach	429.0		429.0	429.0	
SFOBB East Span	5,486.6	179.2	5,665.8	5,674.7	8.9
Capital Outlay Support	959.4		959.4	977.1	17.7
Capital Outlay					
Skyway	1,293.0		1,293.0	1,293.0	
SAS Superstructure	1,753.7		1,753.7	1,767.4	13.7
SAS E2/T1 Foundations	313.5		313.5	313.5	
YBI South/South Detour	131.9	202.5	334.4	334.4	
YBI Structures	299.3	(23.2)	276.1	276.1	
YBITS 1				214.3	
YBITS 2				58.5	
YBITS 3				3.3	
Oakland Touchdown	283.8		283.8	302.5	18.7
OTD Submarine Cable				9.6	
OTD Westbound				226.5	
OTD Eastbound				62.0	
OTD Electrical Systems				4.4	
Existing Bridge Demolition	239.2		239.2	222.0	(17.2)
Stormwater Treatment Measures	15.0	3.3	18.3	18.3	
East Span Completed Projects	90.3		90.3	90.3	
Right-of-Way and Environmental Mitigation	72.4		72.4	72.4	
Other Budgeted Capital	35.1	(3.3)	31.8	7.7	(24.1)
Miscellaneous Program Costs	30.0		30.0		
Subtotal	7,785.0	90.2	7,875.2	7,884.1	(8.9)
Program Contingency	900.0	(90.2)	809.8	800.9	8.9
TOTAL	8,685.0	-	8,685.0	8,685.0	-

Note: Details may not sum to totals due to rounding effects.

Summary of Significant Cost Change

The TBSRP Quarterly Report includes a discussion of the status of TBSRP projects and financial information consisting of baseline costs and forecast costs. The TBSRP Quarterly Report currently includes a textual discussion of risk and the adequacy of Program Contingency provided by Risk Management. Quantitative data about risks is not currently reported in the TBSRP Quarterly Report.

Caltrans continuously evaluates project and contract cost forecasts. The forecast as of September 30, 2007, includes revised forecasts from the AB 144/SB 66 baseline budget and TBPOC approved budget, and is as follows:

- The total Capital Outlay Support forecast of \$977.1 million for the SFOBB ESSSP is the same as last reported in the 2006 annual update. However, there were COS budget adjustments among a few contracts within the SFOBB ESSSP. These adjustments were approved by TBPOC and did not change the total budgeted COS for the SFOBB ESSSP.
- A forecast \$13.7 million increase for the SAS Superstructure contract to cover actions taken to encourage additional bidders for the project, including the bidder's stipend for the lowest three responsive bidders.
- A forecast of \$302.5 million for OTD, a net CO increase of \$18.7 million from the AB 144/SB 66 baseline budget was reported for OTD. The revised budget was due to cost increase for the OTD Contract No. 1. TBPOC approved the change when the contract was ready to be advertised. The contract was awarded in July 2007 and the construction allotment was \$209.4 million. The COS for the contract was increased to cover the additional work to split the contract and to administer four separate contracts over a longer duration rather than the original single contract. The increase was included in the total COS of \$977.1 million.
- In March 2007, the TBPOC approved a number of changes to the YBI South/South Detour (SSD) contract to better integrate the detour work into the current project schedule and to reduce overall project risks by advancing YBITS foundation work into the SSD contract. These changes increased the SSD contract budget by \$202.5 million and decreased the YBITS contract by \$23.2 million. The net project increase will be funded from the existing program contingency and does not change the overall TBSRP budget.
- The Bridge Demolition Contract is in the early design state (ten percent completion). The variance shown in Table 6 for this project was due to a re-evaluation of the cost escalation rates.

All of the variances discussed above can be funded from a combination of the non-project specific cost for COS, other budgeted capital for CO and also from the program contingencies.

For additional information, please refer to *Appendix B. TBSRP East Span Only AB 144/SB66 Baseline Budget, Forecasts, and Expenditures through September 30, 2007*, pages 32 and 33 of *Attachment 1. Third Quarter 2007 TBSRP Report*.

SFOBB ESSSP Risk Management

Caltrans continues to implement comprehensive risk management on all SFOBB ESSSP contracts in accordance with AB 144. Currently, Caltrans and BATA have embarked on an initiative to manage risk jointly. Risk response efforts continue to focus on encouraging responsive bids for future contracts and mitigating the estimated cost and schedule impacts of identified risks. Updates of these risk management activities are included in *Attachment 1, Third Quarter 2007 TBSRP Report*, pages 25 and 26.

Cost and schedule risk management activities are ongoing for all contracts. The “bottom line” of cost risk analysis is whether the Program Reserve remains adequate to cover project risks. AB144 requires Caltrans to regularly assess the adequacy of the Program Reserve.

AB 144 set a \$900 million Program Reserve (also referred to as the Program Contingency). In late 2006, the Program Contingency was increased to \$989 million through the recovery of \$89 million from the Richmond-San Rafael Bridge retrofit project. With TBPOC approval of scope and budget changes for work on YBI, the Program Contingency is currently at \$809.8 million. See *Table 6. Toll Bridge Seismic Retrofit Program, San Francisco-Oakland Bay Bridge East Span Seismic Safety Project, Cost History*

The Potential Draw on Program Contingency is the amount by which the total project cost (capital outlay and capital outlay support) may exceed the TBPOC approved project budget. The potential draw on Program Contingency as of the 2nd quarter 2007 is shown in Figure 1.

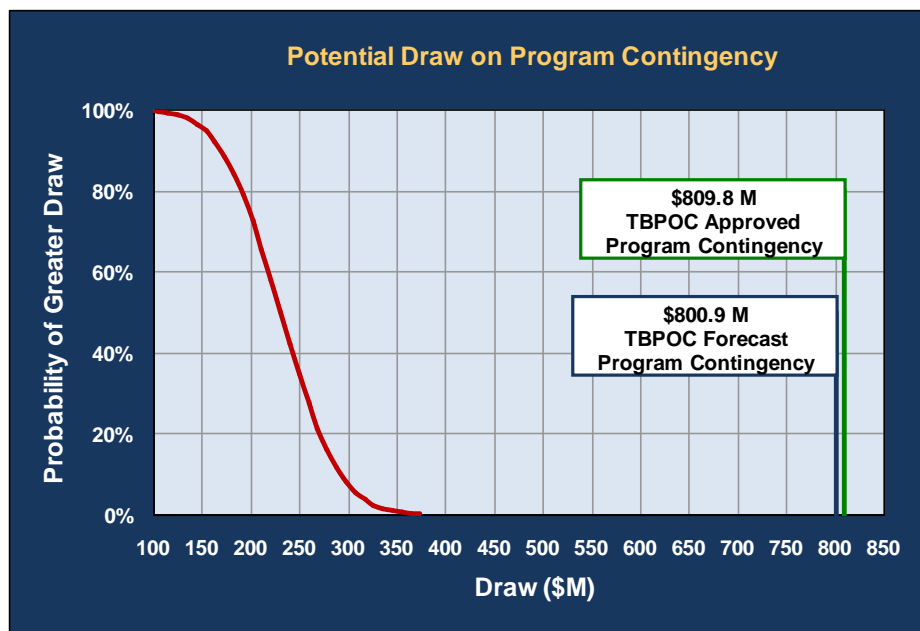


Figure 1 – Potential Draw on Program Contingency

The potential draw for 2nd quarter 2007 ranges from about \$100 million to \$350 million, significantly less than the current \$809.8 million TBPOC Approved Program Contingency and the \$800.9 TBPOC Forecast Project Contingency. Ongoing risk mitigation actions are underway to reduce the potential call on the Program Contingency.

Major Risk Issues

While risk identification, updating and mitigation activities are ongoing on all contracts in the project, Caltrans has identified six risk areas that are critical and formed focus teams to formulate and implement opportunity and risk response strategies in each of these areas.

1. *Self-Anchored Suspension (SAS) Tower and Deck Fabrication*

The Fabrication Focus Team (Team China) is evaluating the five main elements that might influence the SAS Bridge Fabrication at the Zhenhua Port Machinery Company in China. It is developing strategies to reduce risk and to accelerate fabrication while achieving the specified quality. The five elements identified are: Machines - as used during the fabrication cycle; Information - drawing release and fabrication methodology; Manpower - suitably qualified supervision, inspectors and welders; Materials – steel plate ordering, receipt and approval for use; Environment – foreseen difficulties with the outside climate and working in confined spaces.

2. *SAS Cable Installation*

While the SAS appears to have two cables, there is actually just one continuous main cable that is anchored within the decks at the eastern end where it ties into the Skyway orthotropic box girder sections. This cable is carried over the tower and wrapped around the two side-by-side decks at the western end. The Cable Installation Focus Team is developing strategies and solutions to mitigate potential risks: unique problems in attaining the required cable geometry; difficulties the Contractor may encounter in pulling the unique cable into place; compaction of the cable to the correct dimensions prior to the fitting of the cable bands; and complications during load transfer due to the unique three-dimensional geometry.

3. *SAS Barge Crane Procurement and Delivery*

The SAS Contractor is having difficulties with Federal agencies to get its Shearleg Barge Crane (“Barge Crane”) "Coastwise" certified under the Federal Jones Act. Violation of the Act would make the Barge Crane non-Coastwise certified and ineligible to operate in U.S. waters. The Barge Crane is essential to SAS bridge construction and is on the critical path of the SAS schedule. Any change to the Contractor's current Barge Crane manufacturing and assembly plan may impact the project. The Barge Crane Focus Team is currently assessing alternative strategies.

4. *Corridor Mechanical/Electrical Systems Integration*

The mechanical/electrical/piping (MEP) systems include the traffic operations system, Supervisory Control and Data Acquisition system, and the 15 kV power distribution systems as well as longitudinal mechanical pipes which run the length of the bridge. MEP components are critical to the integrity of the ESSSP. MEP systems must ultimately be fully operational when the new structure is opened to traffic. The MEP Focus Team is developing strategies and solutions to mitigate potential risks related to the MEP systems. Key areas of potential risk have been identified: integrating electrical components from one end of the bridge to the other and who will perform the integration; verifying functionality and completeness of all MEP components; identifying the time frame for the construction of MEP components and by which contract; and ensuring MEP systems will function as designed at the completion of the project.

5. *SAS Tower Erection*

The SAS steel tower will rise 525 feet above the water and will be installed on the T1 foundation. The tower is consist of four separate towers connected by shear link beams. These link beams are designed to move separately and to absorb energy generated during a major earthquake. Each of these four separated towers will be fabricated in 5 sections of varying lengths in China and transported by ship to the construction site in Oakland. There, the first section will be lowered over the 8 footing dowels and more than 400 high-strength rods already in place on the T1 footing, and the section will then be bolted down. The subsequent four sections will be attached along with the associated cross bracing and struts. The Tower Erection Focus Team is developing strategies and solutions to mitigate potential risks, including: T1 footing fabrication errors; template errors; footing installation errors; damage by others prior to erection; incorrect use of template at fabrication; mis-drilling of holes in the tower base; field dowel and rod installation errors; tower alignment tolerance issues; fit up problems with each tower section, cross bracing and struts; alignment and elevation adjustment problems; tower skirt plate problems; field welding issues; and bolted splice fit issues.

6. *SAS Hinge Closure Construction*

The YBITS contract includes the construction of Hinge K that connects the YBITS to the SAS. The contract plans require a 90-day waiting period from prestressing of the YBITS superstructure to placement of the Hinge K closure pour. The intent of the 90-day requirement is to manage and control the impacts of creep and shrinkage to the extent possible to restrict the YBITS from loading the SAS. The Hinge Closure Focus Team is developing options to prevent the risk of delays to the project schedule due to the 90-day requirement. It is reviewing the relevant schedules, plans and specifications, and investigating the results of creep and shrinkage tests from the new Benicia Bridge and the Skyway contracts.

Summary

The enactment of AB 144 provides the financing necessary to complete the TBSRP as quickly as possible. The bill required the Department and BATA to amend the cooperative agreement to incorporate certain oversight and control responsibilities of each agency. The bill also required the formation of a Toll Bridge Program Oversight Committee, comprised of the Director of the Department, the Executive Director of the BATA, and the Executive Director of the CTC.

All of these requirements have been met. In addition, AB 144 specifies BATA has financial control of the program while the Department has the responsibility for construction. The bill provides that any further cost increases must be paid by BATA.

BATA has the authority to increase tolls to fund these potential cost increases, if necessary. The bill gives BATA control of all three existing dollars and the new fourth dollar imposed on January 1, 2007.

The following attachment incorporated by reference to this annual update:

Attachment 1. Toll Bridge Seismic Retrofit Program Report, Third Quarter ending September 30, 2007

ITEM 4: PROGRAM ISSUES

ITEM 4: PROGRAM ISSUES

- a. TBSRP Capital Outlay Support (COS) Update

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Ali Banani, Manager of Toll Bridge Project Control, Caltrans

Peter Lee, Senior Transportation Engineer, BATA

RE: Agenda No. 4a

Item- TBSRP Capital Outlay Support (COS) Update

Recommendation

For Information Only

Cost Impacts

The 3rd Quarter 2007 risk management assessment of capital outlay support shows potential cost risks of \$152 M for the entire program.

Schedule Impacts

N/A

Current Status

The TBPOC requested information and analysis on the capital outlay support forecast. Further analysis of the forecast shows that the increases in support forecast continue to be driven by the project schedule risks that both extends the need for support and escalates support costs.

China Staffing

Due in part to the cost associated with overseas travel, COS for our China oversight efforts bear special attention. Appropriate ultimate staffing levels remain somewhat difficult to project due to uncertainties with the actual work plan that will be implemented by ZPMC once full production is underway (how many workers, how many shifts, etc.). Given ZPMC's apparent capacity, an accelerated production schedule could require substantial oversight, especially given the large number of potential laborers and 24/7 operation of the plant. ZPMC has indicated that 2,000 workers could be involved in the project, including 500 or more welders.

Memorandum

Currently, American Bridge/Fluor has indicated that its Quality Control and Construction Management work at ZPMC may involve a staff of around 170. This includes 100 Certified Welding Inspectors, 36 Quality Control Managers and 34 Construction Managers. It is likely that this number does not reflect additional Quality Control staff within ZPMC dedicated to the project. ABF has indicated that this staffing does not fully reflect all of their needs due to the difficulty they have encountered in securing experienced individuals. There is a limited worldwide pool of individuals with the required experience, and ABF has been competing with the Department for consultant support. To insure that fabrication at ZPMC moves forward as quickly as possible, the Department has made its staff resources available where appropriate to work with ABF in addressing key fabrication production issues.

This is an important point to consider in assessing the Department's staffing levels. Given the team approach implemented by the Department and ABF at ZPMC, the Department's staffing levels do not directly relate to a "pure" oversight role. In addition, the Department's Construction Management staff will provide oversight, as needed, at other fabrication operations in Asia (Japan, Korea).

The Department currently has a staff of 40 in China, with staff available to increase this to as many as 79 if required. Increased staffing will be responsive to defined needs based on increases in fabrication production. Current staffing consists of 10 Construction Managers and 30 Quality Assurance Managers and Inspectors (29 of the 30 are consultant staff). A full increase to 79 would break down to 19 Construction Managers and 60 Quality Assurance Managers and Inspectors. There could be brief periods where the number of Construction Managers is slightly above this defined staffing due to overlapping assignments that are designed to insure continuity while staff rotates in and out of China.

Staffing Breakdowns

Specifically, staff has developed a number of graphs and tables to better show how support expenses have been charged.

- Attachment 1 – FY 06/07 Resource Usage – This chart shows how staffing was allocated and actually expended for FY 06/07. In all categories, expended PY's and PYE's were less than allocated.
- Attachment 2 – FY 06/07 Allocated and Expended Dollars for State Staff and Consultant – This chart shows how dollars expended tracked with allocated support dollars by contract. In general, expenditures were near their expected expenditure levels, except for the SAS and YBI Detour contracts. The SAS contract was allocated more dollars for consultant staff than actually expended, as there was an expectation of additional fabrication work on the SAS

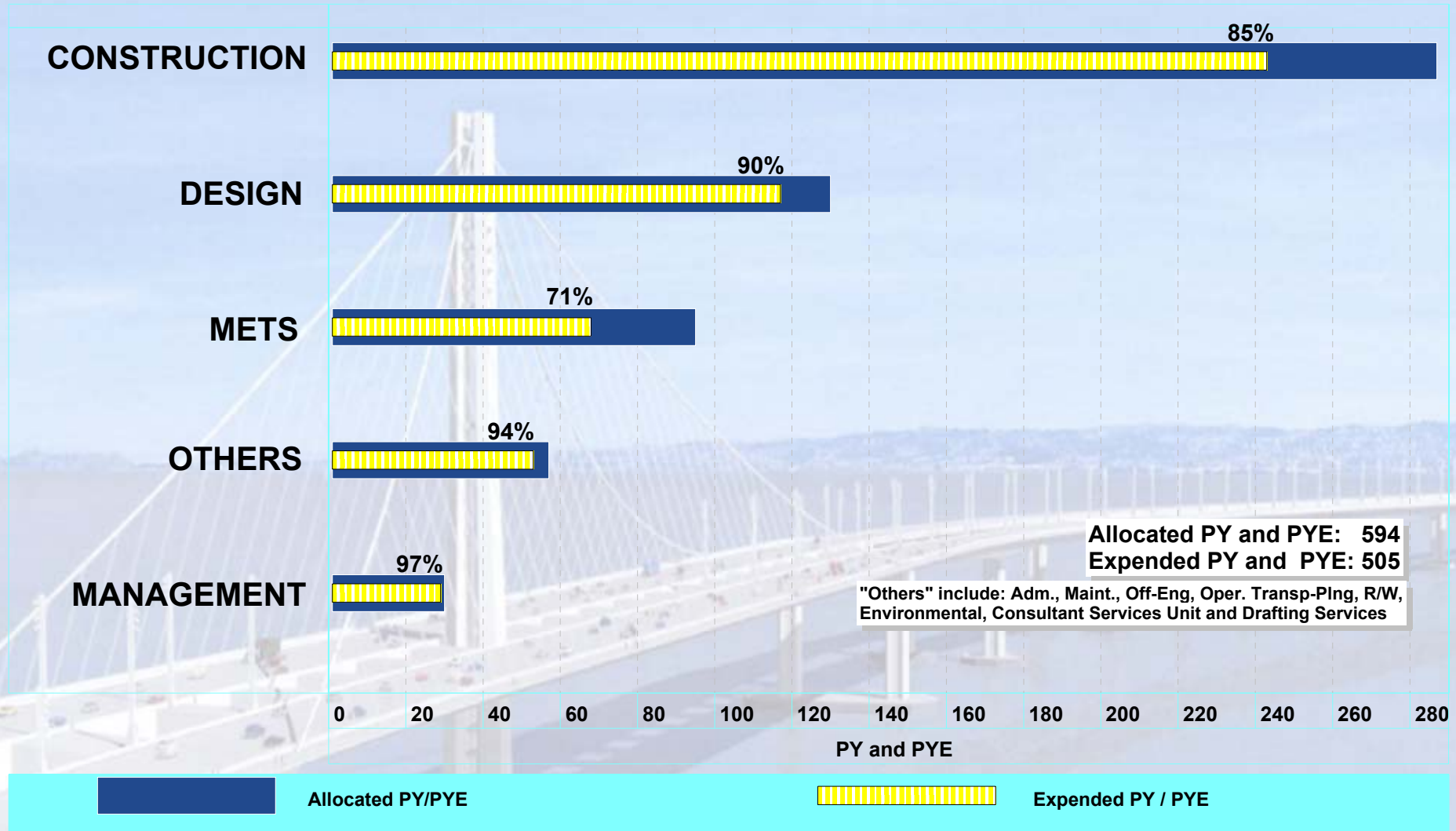
Memorandum

contract that is only now starting. An increase in the expenditure on the YBI Detour contract was due to the transfer of design of the tie-ins and other work to the Department. These changes in expected expenditure have been captured in the support forecast.

- Attachment 3 – Expended PY and PYE for FY 06/07 – This chart shows staffing for the program by Division and Staffing Type. This chart shows the split between Caltrans Functional Unit and Toll Bridge Program state and A/E consultant staffing levels. As expected, support charges are expended primarily by Toll Bridge Program staffing. Charges by other functional offices are primarily from specialty groups within the Department, i.e. surveying staff that are expensed as ROW staffing, office engineer staff who package contract bid documents that charge to the Other Divisions staffing, and groups like hydraulics, geotechnical, and environmental that charge to the project as necessary.
- Attachment 4 – Expended State and Consultant Dollars per Fiscal Year – This chart tracks the use of state staff and A/E consultant staff. Typically, by dollar there has been a fairly even split between staff type. The average lower cost of state staff will translate into slightly more state staffing personnel. Overall, consultant dollars are expected to increase in the next fiscal year, as additional consultant inspection staffing will be added to the program and state staffing for construction is reduced with the completion of the Skyway and E2/T1 contracts.
- Attachment 5 – TBSRA COS/CO Expenditure Ratio Chart – This chart shows how the project has moved from an environmental and design phase in the mid to late 1990's to a construction phase in the late 1990's to today.
- Attachment 6 – TBSRA and RM1 Completed Projects Construction COS/CO Expenditure Ratio – This chart shows how the construction support charges (Phase 3) compares to capital outlay construction charges (Phase 4) on a number of TBSRA and RM1 projects. As expected, construction support charges, as a percentage, decrease as the size of the project increases. On projects greater than \$100,000,000, the construction support ratio ranges between 13% and 25%. On the remaining projects, construction support charges are generally within the same ratio with the East Span Project at 17% and the West Approach at 26%. The high ratio on the West Approach is due to a support forecast that is still based on a late 2009 contract completion date, not the early 2009 finish date. The ratio may drop to the lower 20% range with a revised support forecast.
- Attachment 7 – Capital Outlay Support – State Staff – This table breaks down all state staffing for the program for FY 06/07 by hour and functional unit and is the basis for a number of the attachments.

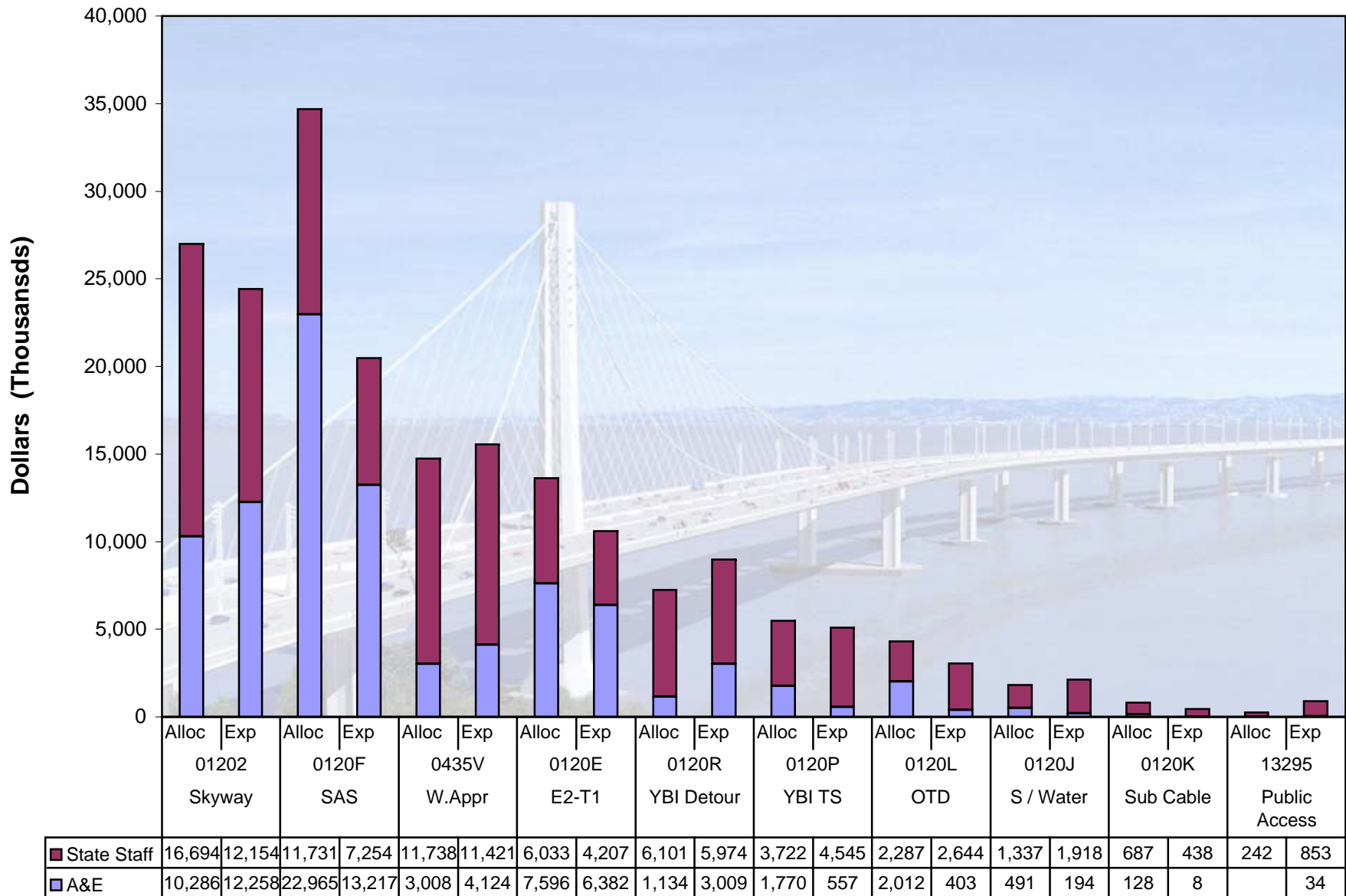
FY 06-07 Resource Usage

Attachment 1



**Toll Bridge Seismic Retrofit Program
FY 06/07 Allocated and Expended Dollars for State Staff and Consultant**

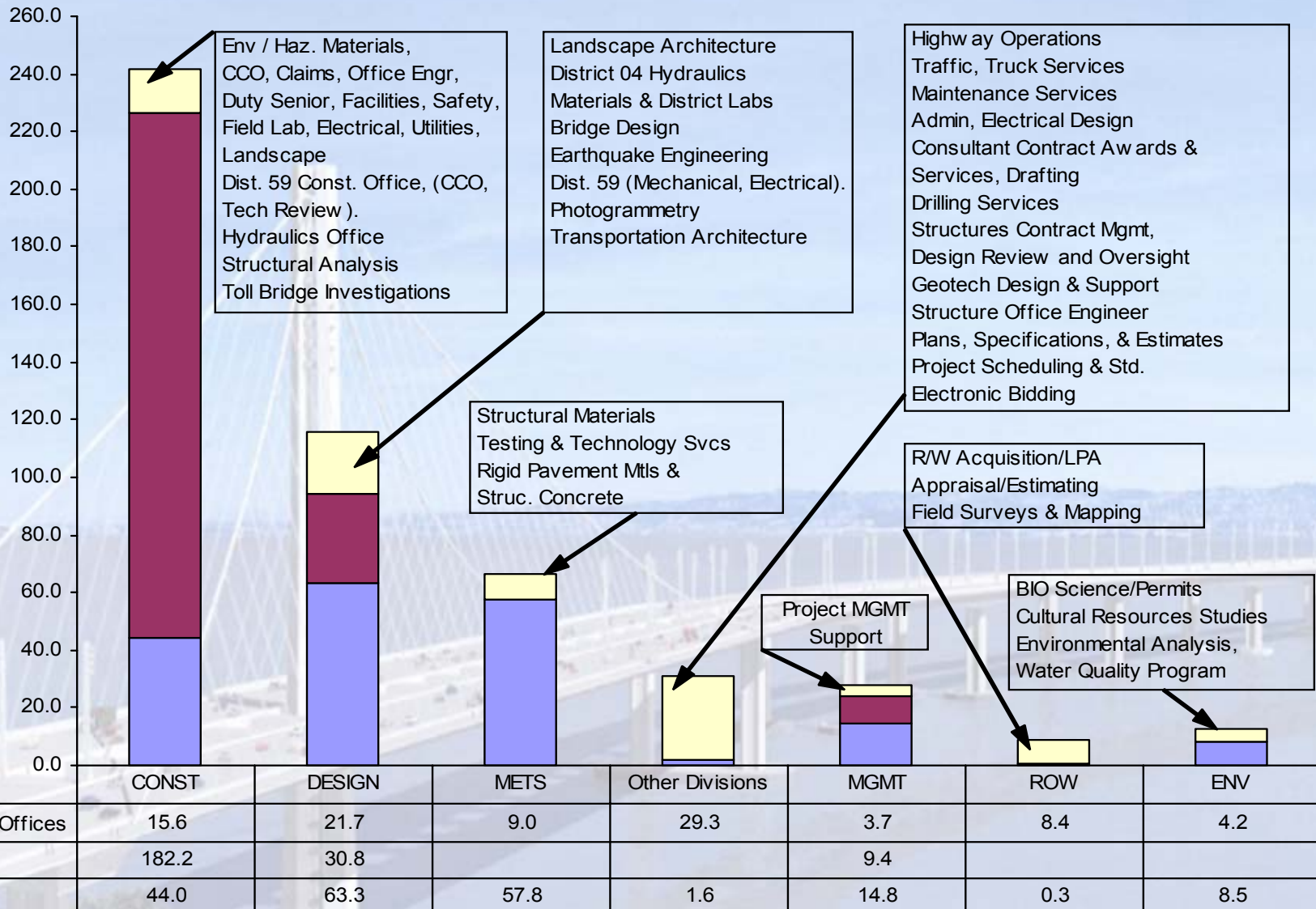
Attachment 2



Expended PY and PYE for FY 06/07

Attachment 3

PY / PYE

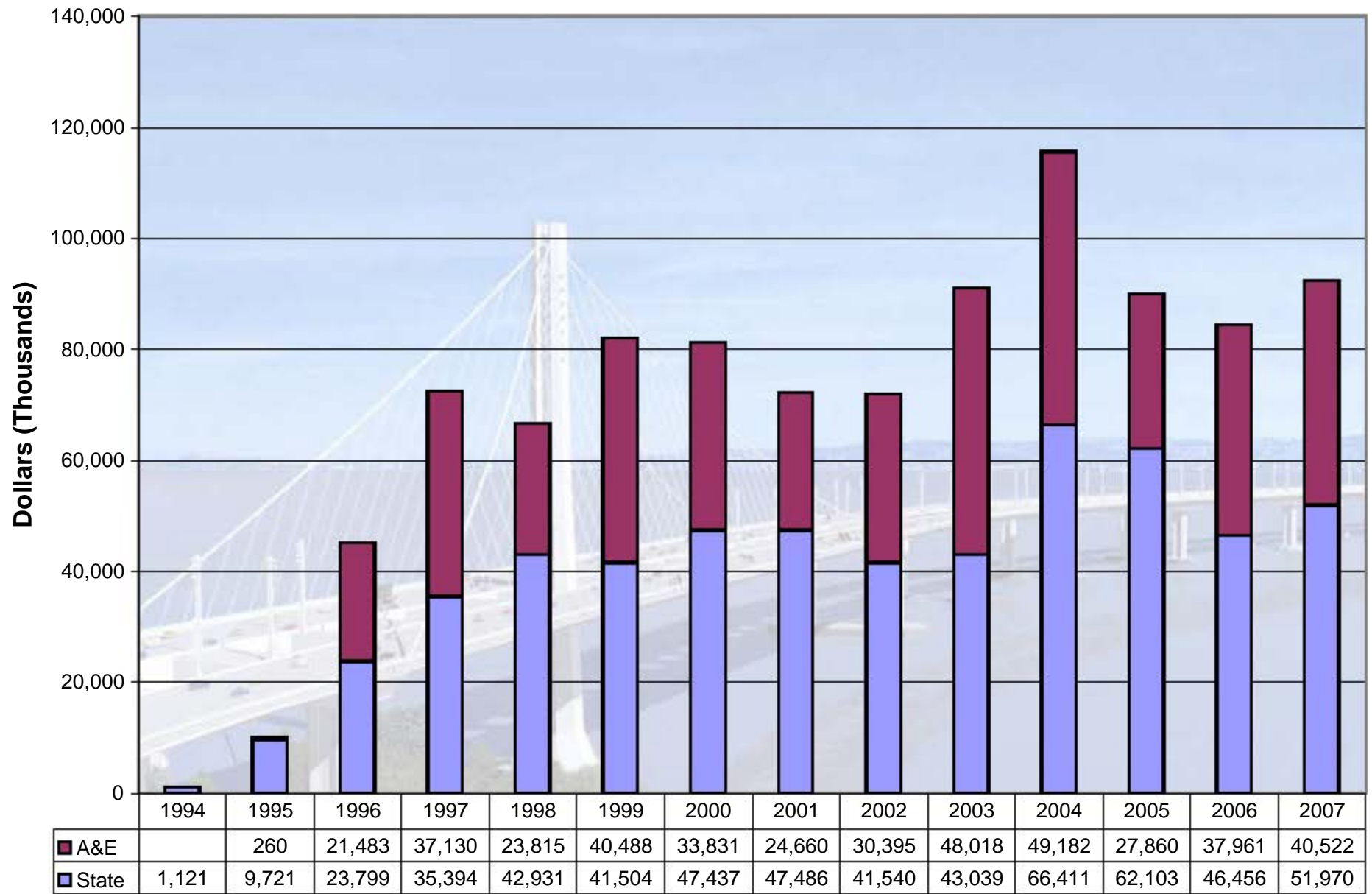


- Func. Offices - As required PYs
- Toll Bridge - Dedicated PYs
- A&E - Dedicated PYEs

Notes on chart are for Functional Offices only

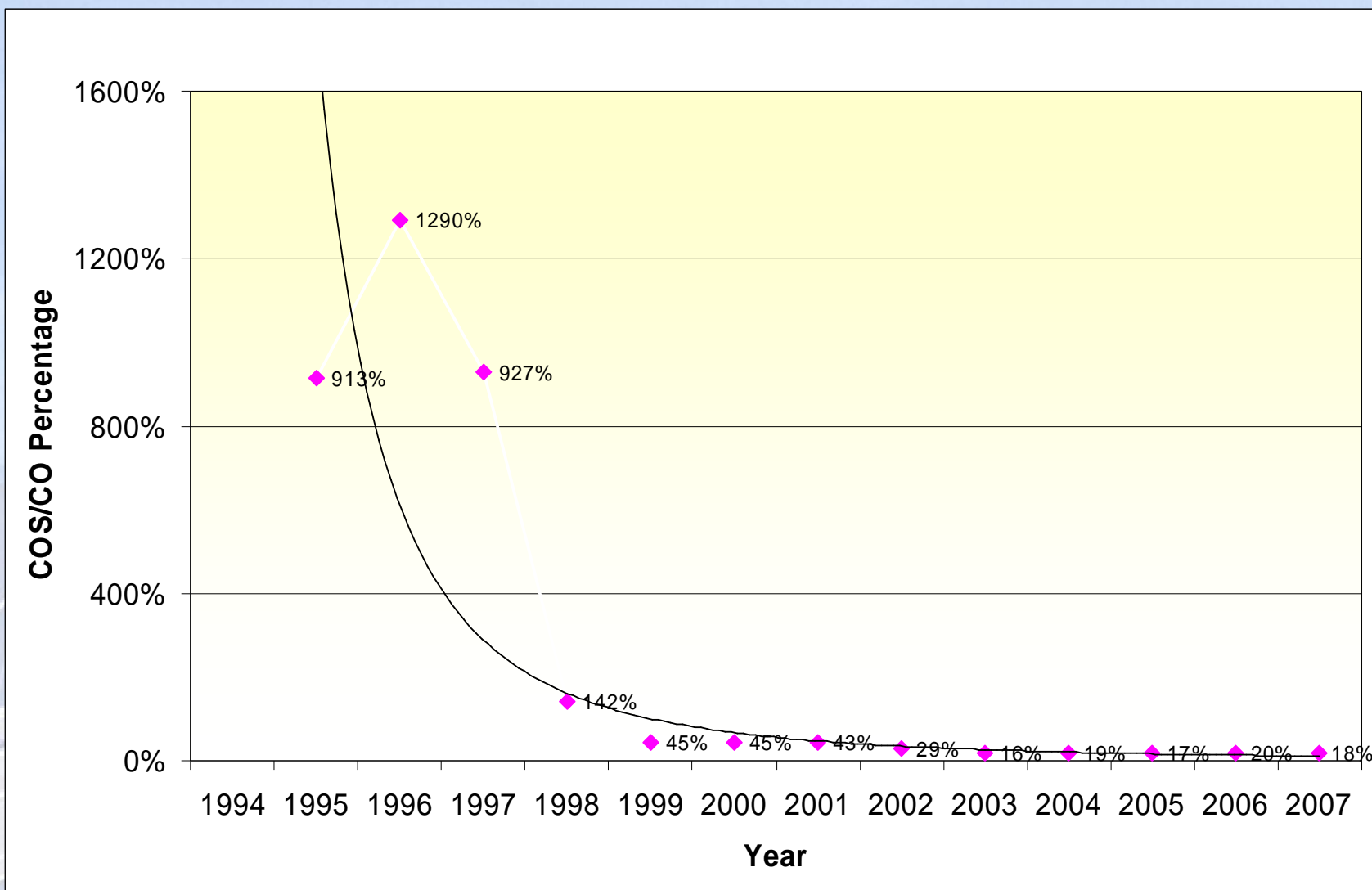
Toll Bridge Seismic Retrofit Program Expended State and Consultant Dollars per Fiscal Year

Attachment 4



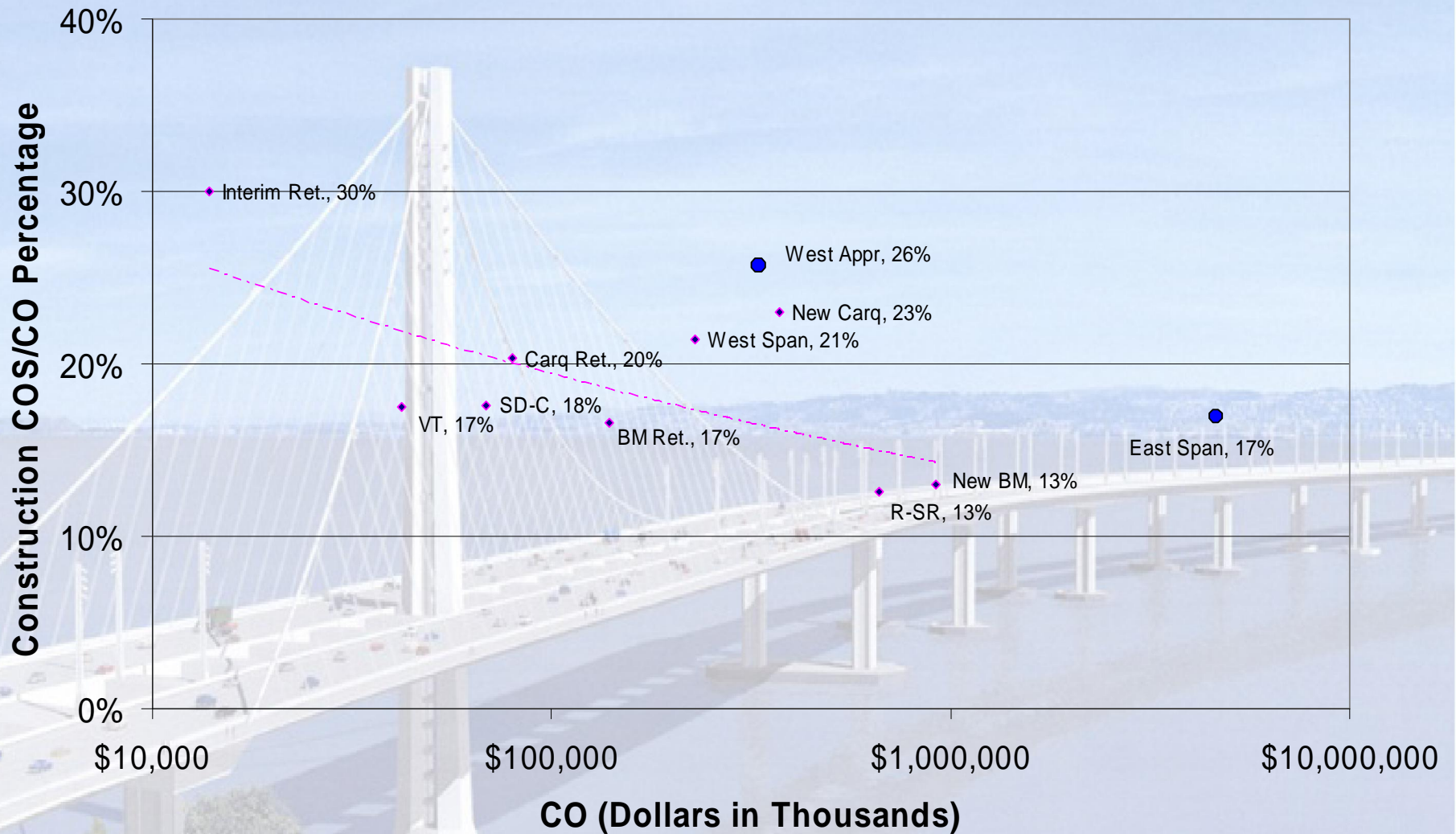
TBSRA COS/CO Expenditure Ratio

Attachment 5



TBSRP & RM1 Completed Projects Construction COS/CO Expenditure Ratio

Attachment 6



Notes: 1) COS includes construction support phase only.

2) COS/CO for East Span and West Approach are projections and include support and capital risks.

TOLL BRIDGE SEISMIC RETROFIT PROGRAM
Capital Outlay Support - State Staff
Expended Hours - Funding Fiscal Year 06/07
TB Offices vs. Functional Offices

Attachment 7

					FFY 06/07																	FFY 06/07					
Toll Bridge/Funct	DISTRICT	Division	OfficeName	Office	SU	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total									
Toll Bridge	District 04	ADMIN	T. ANZIANO	EXECUTIVE OFFICE	103	202	116	116	124	88	116	64	84	100	68	344	126	1,548									
		ADMIN Total													202	116	116	124	88	116	64	84	100	68	344	126	1,548
		CONST	P. SIEGENTHALER	CONST-SFOBB	500	259	58	232	218	225	215	304	245	340	153	346	306	2,901									
			M. FORNER	SFOBB W APP	507	36		64	72	32	36	80	80	112	128	32	152	824									
			559											117	95	103		315									
			565								8	256	117	194	574	189	380	1,718									
			583	551	435	489	411	349	340	454	438	512	368	546	457	5,347											
			D. COE	SKYWAY SR																							
			D. TURCHON	SFOBB W APP	560	2,464	2,708	3,479	2,555	2,037	1,697	1,869	1,284	1,761	1,870	1,546	1,810	25,078									
			564									45	176	161	243	160	127	912									
			578	826	545	976	679	278	602	370	296	326	334	179	617			6,026									
			579	179	170	430	293	210	232	1,163	1,214	1,269	1,594	1,256	1,767			9,776									
		580	227	369	174	172	130	76	317	216	371	261	277	268			2,858										
		G. PURSELL	SAS RE	531	598	845	1,140	1,345	1,167	911	1,486	1,196	1,747	1,836	1,445	1,637	15,350										
		532	101	237	227	456	548	622	741	573	608	486	753	665			6,016										
		567	281	318	307	282	250	104	228	208	196	144	168	168			2,654										
		J. TOM	CONST-SFOBB, SKYWAY	520	134	226	84	330			214	0	348		170	236	406	2,148									
		521	1,396	1,678	843	2,068	301	2,074	2,042	1,352	668	837	1,796	2,328			17,381										
		523	485	309	788	699	205	702	698	114	1,177	564	658	1,291			7,688										
		530	399	468	443	387	1,388	1,202	999	1,144	1,115	1,342	886	1,535			11,306										
		555	166	146	150	143	165	155	142	147	174	24	174	172			1,758										
		561	1,934	1,389	3,056	1,839	2,120	1,271	2,056	2,842	3,210	1,420	1,793	3,597			26,524										
		574	402	413	444	426	393	412	592	397	509	407	500	481			5,375										
		J. TOM / A. BATA	CONST-SFOBB	501	222	32	73	8	54	42	64	76	64	55	402	-112		980									
		509	162	96	79	142	157	72	390	227	378	253	108	550			2,614										
		553	2	7		2							22			21		54									
		R. MORROW	SAS SR	537										46		176	170	302	694								
		CONST Total						10,823	10,446	13,476	12,526	10,007	10,986	14,292	12,851	15,008	13,340	13,618	18,922	156,294							
		DESIGN	S. HULSEBUS	TOLL BRIDGE DESIGN	251	840	1,068	925	1,216	1,177	1,018	1,167	1,003	1,218	1,099	1,290	1,324		13,344								
					253	159	55		5										219								
					254	4													4								
					265	1,553	1,525	1,243	1,126	1,469	1,160	1,481	1,396	1,781	1,385	1,344	1,651		17,112								
					272	169	276	271	227	229	253	246	226	270	258	219	200		2,842								
					274	805	828	984	635	739	714	660	573	593	506	418	499		7,952								
					284	332	304	288	372	304	200	288	296	368	272	368	296		3,688								
					273	73	39	57	52	48	74	63	71	39	118		113		747								
					280	512	368	397	420	468	491	440	520	528	416	604	424		5,588								
					B. MARONEY	TOLL BRIDGE DESIGN	113	200	224	264	260	96	356	144	220	364			552	2,680							
					DESIGN Total						4,646	4,686	4,428	4,313	4,529	4,265	4,488	4,306	5,160	4,054	4,243	5,058	54,176				
					MGMT	K. TERPSTRA	PROJ MGMT TOLL BRIDGE	133	72				160	128	108	24	216	116	88	180	76	1,168					
								110	951	976	709	845	510	853	767	1,047	1,355	851	893	1,037	10,793						
								117	639	404	324	272	168	224	252	329	518	213	554	826		4,723					
								139	46	152	96											294					
		MGMT Total						1,708	1,532	1,129	1,277	806	1,185	1,043	1,592	1,989	1,152	1,627	1,939	16,978							
	District 04 Total						17,379	16,780	19,149	18,240	15,431	16,552	19,888	18,832	22,257	18,614	19,832	26,444	228,995								
	District 59	CONST	P. SIEGENTHALER	SFOBB E. SPAN REPL	501	84	154	127	94	146	121	140	115	138	120	156	152	1,547									
					541	166	162	112	142	155	158	147	36	96	80	40		1,294									
					544	68	194	277	217	202	205	194	183	208	160	150	173		2,228								
					551	8,203	8,039	8,021	9,327	8,685	9,049	9,117	9,216	10,608	9,233	9,844	12,182		111,521								
					511	180	204	173	154	168	145	197	65	227	186	15	13		1,726								
					545						34	179	317	307	254	260	194		1,544								
					547	216	332	137	258	314	331	222	193	169	152				2,324								
					549					57									57								
					552	3,256	3,450	3,646	3,494	2,770	3,547	2,867	3,068	2,517	4,480	3,040	3,224		39,355								
					CONST Total						12,172	12,534	12,492	13,685	12,496	13,589	13,062	13,193	14,269	14,664	13,464	15,977	161,595				
					District 59 Total						12,172	12,534	12,492	13,685	12,496	13,589	13,062	13,193	14,269	14,664	13,464	15,977	161,595				
	District 54	MGMT	J. TAPPING	Risk Management	515	30	21	24	10	28	18	22	2	28	10	42	28	263									
					517	185	263	283	270	234	308	204	339	252	347	289	376		3,350								
					MGMT Total						215	284	307	280	262	326	226	341	280	357	331	404	3,613				
District 54 Total						215	284	307	280	262	326	226	341	280	357	331	404	3,613									
Toll Bridge Total						29,766	29,597	31,948	32,204	28,189	30,466	33,175	32,366	36,806	33,634	33,627	42,425	394,202									
Functional Offices	District 04	ADMIN	B. WHITE	Business Management	028	100	107	173	157	242	177	231	257	234	267	222	174	2,337									
					030	12		12						15			32	71									
		ADMIN Total													112	107	185	157	242	177	231	257	249	267	222	206	2,408
		CONST	B. CONDIE	ENV / HAZ. MATERIALS	551	395	425	360	168	46	22	25	37	50	95	239	734	2,595									
				CCO - SUPPLEMENTAL SAFETY	596	84	167	125	156	108	168	203	86	166	190	187	232	1,872									
			P. NEAL	FACILITIES, ADMIN	599	56	114	118	56	48	108	51	47	39	2	93	8	740									
			510											4		7	11										
			513	15	16	6	18	3	51	85	36	48	4	4			286										
			514											18	35	195	248										
			595	94	61	53	55	72	27	118	96	169	109	153	113		1,119										
			S. WHIPPLE	CLAIMS, OFFICE ENGR	285	164	231	59	114	66								634									
			286					67	104	48	76	162	72	165	158		850										
			511	76	68												144										
		512		32	50	28	1	32	9	1	117	57	131	107		564											
		524		65												65											
		590		48		14	12	3	16							3	96										
		546		6	8	1			1	18	4	12			22	50	122										
		552	277	179	123	194	146	204	165	142	198	282	210	255		2,375											
		563	41	42	91	236	112	178	95	269	156	243	173	225		1,861											
		585	334	363	379	411	358	462	512	566	572	406	549	566		5,477											
		587	176	96	131	62	256	184	360	139	226	239	127	225		2,220											
		CONST Total						1,711	1,913	1,502	1,513	1,294	1,543	1,704	1,499	1,915	1,721	2,086	2,877	21,276							
		DESIGN	A. YEE	Landscape Architecture	283	59	37	43	51	43	95	97	68	84	98	114	110		899								
					340	2				5			9		2	3	29		47								
					341	2	5	7	4			1	14						38								
					342	4	3																				
					344	27	56	73	83	104	82	88	56	16	16	22	15		636								
					282	32	56	43	44	74	21	25	10	64	16	48	26		459								
					317	86	31	363																			

TOLL BRIDGE SEISMIC RETROFIT PROGRAM
Capital Outlay Support - State Staff
Expended Hours - Funding Fiscal Year 06/07
TB Offices vs. Functional Offices

					FFY 06/07																FFY 06/07 Total
Toll Bridge/Funct	DISTRICT	Division	OfficeName	Office	SU	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN				
Functional Offices	District 04	ENV	D. YAM	Water Quality Program	335		56	32	48	16	18		53	44			25	292			
					343	9	6	27	3	30	7		11	20		16	26	155			
			J. DARCANGELO	Cultural Resources Studies	170	79	96	84	140	116	81	168	78	239	141	92	61	1,373			
					173	32				16		25	10	57	67	124	152	483			
			J. JENSEN	BIO Science/Permits	175	38	83	36	28	129	97	27	15	16	23	19	15	526			
					158	78	49	37	57	24	50	12	97	4		89	15	512			
					172	80	20							4			131	235			
					177	12	4				2	1						19			
					842	586	200	328	152	231	130	120	84	32	136	168		2,167			
					843	4	16	20	4	3			16					63			
					844		27										36	63			
			M. BRENT	Environmental Analysis	180				7			81	99	44		138	135	504			
			M. MOSTAGHIMI	ENVR. Program/Project MGMT	116							7			7		8	15			
					181													7			
					182											8	8	4	20		
			ENV Total						956	730	731	702	751	550	592	494	512	424	763	631	7,835
MAINT		J. HEMIUP	Maint Toll Bridge Engr.	607						12					494	514	516	527	2,050		
				609										4			4	20			
		Vacant	Elect./Tunnels & Tubes/Spec	775	104	28													132		
				781	83	392	70	108	28			32	382	280	148	161	438	2,122			
			Maintenance Services	602										6				6			
				605										32	47			79			
			674			662											662				
			681			121	206						30	56			413				
	686			96											96						
MAINT Total						187	420	949	314	40		32	382	846	765	677	969	5,579			
MGMT		P. TSAI	PROJECT MGMT Support	109	8	4	6	4		2	4	4	6	2	4	4	4	48			
				140	88	103	92	63	78	57	84	57	54	24	63	62	825				
				141				98	219	116	153	90	181	124		122	1,103				
				142	4	2												6			
				143				8			24	8						40			
				148	4	9	9				39	51	36	39	105	36		328			
				149	39								80		151			270			
				151			1										1	2			
				330	20	8	24	24	8	18	12					18	84	216			
			T. NGUYEN	Consultant Services / Drafting	302	394	447	319	316	272	117	185	226	225	104	154	268	3,024			
				307		8						1					4	13			
				346				3										3			
MGMT Total						557	581	451	516	577	310	502	436	582	293	495	581	5,877			
OPER		A. CHOW	Traffic Systems	374	67	44	14											125			
				375	3	18	65	20							72	472	155	40	845		
		B. LOO	District Traffic Management	370	101	117	125	78	88	72	144	105	120	91	144	136		1,320			
				376	63	207	110	6		4	11	10	34	6	5			455			
		C. MASHOODI	Truck Services	387	120	48	40	56	16	24	32	48	48	24	128	80		664			
		C. PRICE	Electrical Systems	355				18											18		
				379			12											12			
				389				24	20	8	5	17				12	50	136			
				392				16			12					12	24	64			
				393		88	1			8				32	16	24		169			
				396				99	39	27	39	37				77	74	392			
			830	7	26									8		9		50			
		D. SERIANI	Highway Operations	351			4												4		
				366	43	47	199	204	28	216	122	22			146	116	146	1,289			
			369	20	0													20			
		K. LAU	Electrical Design	354														2	3	5	
	390		29										22	34			85				
	391		2	6													8				
395	399	471	400	225	197	156	163	174	335	285	352	210			3,367						
R. AU-YEUNG	TRAFFIC		380	10										10		3	11	34			
			381	17	17	13									13		60				
			384												6		7				
			385	68	37	38	125		134			18	120	213	50	192	995				
			386	106	71	51	38					18	5		22		311				
		OPER Total						1,052	1,193	1,078	909	389	660	516	471	818	1,253	1,130	966	10,433	
ROW		A. PAICH	R/W Project Management Services	407	5	8	8		10	4	14				2	3		54			
				408	2	3	2		1	4						4	16				
				410	1	9	8	20	6	7	11	10	9	9	7	2	99				
				470							5						5				
		B. MORELLI	R/W Acquisition/LPA Services	431	9	28	29	23	8	17	12	12	30	70	53	25		315			
				432				1	47	4	5	4			6	18	10	94			
			490	9	2	4	9	7	30	20	16	16	40	51	13		216				
		M. SHINDLER	R/W Appraisal/Estimating Services	402	17	15	14	23	18	87	19	28	45	17	21	35		339			
				421	18		17	14										49			
			440	37	42	56	43	46	53	122	91	118	84	93	71		856				
			441		12												12				
		N. AGUILAR	Field Surveys Services	310	346	261	354	183	334	474	857	858	1,141	916	910	1,152		7,786			
				311	1	1					8	11	8	6	2	14		50			
			R/W Eng, Surveys & Mapping Services	068	13			11		8			3	3				37			
				308						32	236	257	506	364	259	408	410	2,472			
			309	1	21	8	3	24	768	792	448		60	34	52	48		2,257			
	405										4					4					
ROW Total						459	400	500	330	533	1,691	2,115	1,996	1,792	1,443	1,617	1,784	14,659			
District 04 Total						5,608	6,157	6,190	5,081	4,527	5,569	6,547	6,339	7,307	7,016	7,618	8,771	76,729			
District 59	CONST	A. TAVARES	Office A	540	24	54	32	8	1				5		8			132			
		J. ABERCROMBIE	Office K	550	95	136	137	127	166	92		21		7	3	16	799				
		S. ALTMAN	Office O	510	33	32	48		88	104	172	103	112	280	76	194	1,242				
	CONST Total						152	222	217	135	255	196	172	129	112	295	79	210	2,173		
	DESIGN	Elias Kurani	Bridge Design - South	250														8	8		
				251		113	3						-108					8			
				253	117	382	379	645	964	597	265	409	108	120	84	59	4,128				
		Ofelia Alcantara	Bridge Design - West	263	353	592	561	454	134	336	118	148	255			112	48	3,111			
				297				9	5	2								16			
				231	76		74	34	22	7	8				72		72	365			
		Shannon Post	Bridge Design - Central	234			8	4										12			
				236		19			53	9					8	6		95			
				300	35	17	49											101			
		Tom Ostrom	Bridge Design - North		220	259	186	240	268	46	152	262	228	185	42	217	248	2,333			
					222	508	326	257	101	222	121	168	205	191	269	175	186	2,728			
					223				24									24			
				235	292	407	304	926	870	895	855	864	571	561	574	417	7,533				
	299			48	87	52	64									250					
DESIGN Total						1,688	2,129	1,925	2,529	2,315	2,119	1,676	1,746	1,310	1,072	1,168	1,038	20,712			
GEOTECH		Henry Brimhall	Drilling Services	322					292	486						48		826			
		John Ehsan	Geotech Design South 1	324	67	129	73	32	49	24	22						394				
		Mark Willian	Geotech Support	316	421	515	423	318	580	656	692	777	343	227	406	526	5,882				

TOLL BRIDGE SEISMIC RETROFIT PROGRAM
Capital Outlay Support - State Staff
Expended Hours - Funding Fiscal Year 06/07
TB Offices vs. Functional Offices

						FFY 06/07												FFY 06/07 Total		
Toll Bridge/Funct	DISTRICT	Division	OfficeName	Office	SU	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN			
Functional Offices	District 59	GEOTECH	Tim Pokrywka	Geotech Design West	327	265	318	345	298	226	192	231	362	293	325	327	237	3,419		
		GEOTECH Total					753	962	841	940	1,341	872	945	1,139	636	600	733	763	10,521	
		METS	Dan Speer	Structural Materials	318	1,065	594	703	799	549	424	547	619	979	708	642	1,116	8,742		
			Peter Vacura	Testing & Technology Svcs	319	140	150	81	208	134	291	495	400	306	477	124	441	3,246		
			Phil Stolarski	Deputy Division Chief	282	32	40	80	56	24	16	40	24	8	32	80	48	480		
			Tom Pyle	Rigid Pavement Mtls & Struc. Concrete	317	235	276	230	224	146	291	290	206	238	407	279	555	3,376		
		METS Total					1,472	1,060	1,093	1,286	853	1,022	1,372	1,249	1,531	1,624	1,125	2,160	15,844	
		MGMT	Ed Leivas	Project Delivery/Coord.	110	237	136	150	175	150	172	184	214	196	220	280	200	2,314		
			P. TSAI	PROJECT MGMT Support	141		104	134	107	203	99	140	147	118	81		39	1,172		
		MGMT Total					345	972	962	1,106	1,061	913	1,002	1,070	1,238	1,367	1,195	1,572	1,191	13,648
		OFF_ENG	OFF_ENG Total					1,209	1,202	1,390	1,343	1,266	1,273	1,394	1,599	1,681	1,496	1,852	1,430	17,134
			SDEE	Bill Kodani	Electronic Bidding	286		5	9	35	59	141	72	4	47			35	406	
				Brian Lee	Project Scheduling & Std.	291	8	4	14	7	26		35			2			96	
				John McMillan	Deputy Division Chief	284	6		14		92	12		37	4		8		173	
				Kris Kuhl	Contract Awards & Services	302	11	30	4	6	27	18	22	125		23	9		275	
		Rebecca Harnagel		Plans, Specifications, & Estimates	285	159	129	86	394	449	304	283	127	19	110	13	20	2,092		
		OFF_ENG Total					184	168	127	442	653	475	412	293	70	135	30	55	3,042	
		SDEE		Bob Travis	Transportation Architecture	226	75	130	170	3							8	200	586	
						240	10		16	7	4			74	56	4	16	187		
						243	117	40	110	68	16	60	32	20	28	24		71	586	
						246		28	48	4						2		82		
			James M. Appleton	Photogrammetry	311							34	26	61		5	126			
			John Stayton	Structure Office Engineer	287	133	120	174	138	149	150	139		4	15	4		1,026		
					290												2	2		
			Mike Keever	Earthquake Engineering	183	51	182	132	150	199	104	172	156	148	152	115	145	1,706		
			Rob Stott	Deputy Division Chief	280								4	20	94	40	44	202		
			Roberto LaCalle	Design & Technical Services	256		2												2	
					257										2				2	
					258	48	112	40	84	88	72	112	104	64	80	32		836		
					266		35	40		19	27	14						135		
					267	104	52	9		68		47	18		15		9	322		
					308		97	82	6	57	173	34						449		
		Steve Schoff	Mech, Elect, Water & Wastewater	312						7							7			
				313	116												116			
				241					9	8				15	11		43			
				260	35	2								20	4	5	16	82		
				261	167	126	104	97	110	96	116	100	136	83	60	71	1,265			
				SDEE Total					856	926	925	557	719	696	700	502	554	482	266	579
		District 59 Total					6,312	6,667	6,518	7,231	7,400	6,651	6,669	6,656	5,893	5,703	5,252	6,233	77,184	
		District 42	LEGAL	(blank)	LEGAL	001	30	11	66	67	102	210	61	90	48	19	148	48	899	
					067						9	11	5	16	7	1	12	61		
	LEGAL Total					30	11	66	67	102	219	72	95	64	26	149	60	960		
	District 42 Total					30	11	66	67	102	219	72	95	64	26	149	60	960		
	District 56	Structure MAINT,	Bill Lindsey	Hydraulics Office	625			9										70	79	
			Kenneth Brown	Toll Bridge Investigations	623	16	24	7	45	110	73	72	8	155	18		53	581		
			Richard Shepard	Structural Analysis & Management	626	148	152	9	196	44							4	553		
		Structure MAINT, Total					164	176	25	241	154	73	72	8	155	18		127	1,213	
	District 56 Total					164	176	25	241	154	73	72	8	155	18		127	1,213		
	Functional Offices Total						12,114	13,011	12,798	12,619	12,183	12,512	13,360	13,098	13,418	12,763	13,020	15,191	156,086	
Grand Total						41,880	42,608	44,746	44,823	40,372	42,978	46,536	45,464	50,224	46,397	46,646	57,616	550,289		

ITEM 4: PROGRAM ISSUES

b. Revision to TBPOC Protocol on Cost Forecasts

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Peter Lee, Senior Transportation Engineer, BATA
Ali Banani, Manager of Toll Bridge Project Control, Caltrans

RE: Agenda No. - 4b
Program Issues
Item- Revisions to TBPOC Protocol on Cost Forecasts

RECOMMENDATION:

Review and adopt revised cost forecast protocol based on Risk Management Plan.

COST:

N/A.

SCHEDULE:

N/A.

DISCUSSION:

The TBPOC requested that the PMT revisit the criteria used to develop project and contract forecasts. Adopted in July 2006, the forecast criteria integrate the Risk Management Plan (RMP) with the program management decision-making process. In general, updates to the forecast are made quarterly based on the following adopted criteria:

1. The cost revisions relates to
 - a. A risk event identified in the most recent Risk Management Plan as a risk of high probability or greater, or
 - b. An approved Contract Change Order;
2. The cost revision results in a change of greater than five percent of the current budget for the contract; and
3. The cost revision will be realized within the next 12 months.

The criteria were adopted to help stabilize changes to the forecast and to avoid the counterproductive need to constantly address even minor changes in the forecast. While the general basis of the program forecast continues to be based on the RMP, the

Memorandum

criteria add a subjective element to the RMP and forecast process that has been difficult to convey to external partners, i.e. FHWA, and can, at times, portray a more optimistic projection of program costs. For example, the 12-month timeliness of risk criteria can postpone reporting of cost impacts of high probability risks or even known costs.

Staff has made a comparison of the approved TBPOC forecast to the basic RMP forecast over the last several quarters (see attached Graph), and the stabilizing benefits of the forecast criteria has been minimal for capital outlay. Based on those results, staff is requesting the TBPOC to reevaluate utilizing the RMP and proposes some changes to the criteria for capital outlay and support.

For capital outlay, the PMT recommends that the TBPOC adopt the base RMP forecast as the TBPOC forecast. The differences between the two forecasts for capital outlay are not significant in magnitude to maintain the subjective nature of the current criteria. The PMT will need to work more closely with the Communication Partnership Team (CPT) to coordinate the release of forecast changes.

For support, the PMT recommends that adjustments to the programmatic support forecast be made generally on an annual basis with the adoption of the annual allocation of support. However, in the case of significant scope or schedule changes on a capital outlay contract, support forecasts should be accordingly changed.

Generally the revised forecast criteria would be as follows:

Criteria	Current	Proposed
Frequency of Update	Quarterly	CO – Quarterly COS – Annually
Basis of Forecast	High probability	50% Risk Management Plan
Timeliness of Risk	Next 12 months	No Restriction
Change Threshold	Greater than 5%	No Restriction

Memorandum

Attachments:

Appendix A1 - TBSRP AB144/SB66 Baseline Budget and Forecasts as of November 30, 2007

Appendix B - TBSRP – SFOBB East Span Only, AB144/SB66 Baseline Budget and Forecasts as of November 30, 2007

Graphs - Program Contingency, CO and COS
Program Contingency, CO Only

<div> <div>DRAFT</div> <div> Toll Bridge Seismic Retrofit Program AB 144/SB 66 Baseline Budget, and Forecasts as of November 30, 2007 </div> </div>						
(Dollars in millions)						
Bridge		AB 144/SB 66 Baseline	TBPOC Approved Budget	1st Quarter 2007 Forecast	2nd Quarter 2007 Forecast	3rd Quarter 2007 Forecast (Proposed)
Benicia-Martinez						
	Capital Outlay Support	\$38.14	\$38.14	\$38.1	\$38.1	\$38.1
	Capital Outlay	\$139.69	\$139.69	\$139.7	\$139.7	\$139.7
	Total	\$177.83	\$177.83	\$177.8	\$177.8	\$177.8
Carquinez						
	Capital Outlay Support	\$28.67	\$28.67	\$28.7	\$28.7	\$28.7
	Capital Outlay	\$85.46	\$85.46	\$85.5	\$85.5	\$85.5
	Total	\$114.13	\$114.13	\$114.2	\$114.2	\$114.2
San Mateo-Hayward						
	Capital Outlay Support	\$28.14	\$28.14	\$28.1	\$28.1	\$28.1
	Capital Outlay	\$135.37	\$135.37	\$135.4	\$135.4	\$135.4
	Total	\$163.51	\$163.51	\$163.5	\$163.5	\$163.5
Vincent Thomas						
	Capital Outlay Support	\$16.42	\$16.42	\$16.4	\$16.4	\$16.4
	Capital Outlay	\$42.09	\$42.09	\$42.1	\$42.1	\$42.1
	Total	\$58.51	\$58.51	\$58.5	\$58.5	\$58.5
San Diego-Coronado						
	Capital Outlay Support	\$33.50	\$33.50	\$33.5	\$33.5	\$33.5
	Capital Outlay	\$70.02	\$70.02	\$70.0	\$70.0	\$70.0
	Total	\$103.52	\$103.52	\$103.5	\$103.5	\$103.5
Richmond-San Rafael						
	Capital Outlay Support	\$134.00	\$127.00	\$127.0	\$127.0	\$127.0
	Capital Outlay	\$698.00	\$698.00	\$698.0	\$698.0	\$698.0
	Richmond-San Rafael Project Reserves	\$82.00				
	Total	\$914.00	\$825.00	\$825.0	\$825.0	\$825.0
West Span Retrofit						
	Capital Outlay Support	\$75.00	\$75.00	\$75.0	\$75.0	\$75.0
	Capital Outlay	\$232.90	\$232.90	\$232.9	\$232.9	\$232.9
	Total	\$307.90	\$307.90	\$307.9	\$307.9	\$307.9
West Approach						
	Capital Outlay Support	\$120.00	\$120.00	\$120.0	\$120.0	\$120.0
	Capital Outlay	\$309.00	\$309.00	\$309.0	\$309.0	\$330.3
	Total	\$429.00	\$429.00	\$429.0	\$429.0	\$450.3
SFOBB East Span						
	Capital Outlay Support	\$959.30	\$959.30	\$977.1	\$977.1	\$1,090.1
	Capital Outlay	\$4,492.19	\$4,674.71	\$4,686.6	\$4,689.9	\$4,681.9
	Other Budgeted Capital	\$35.11	\$31.81	\$11.0	\$7.7	\$35.1
	Total	\$5,486.60	\$5,665.82	\$5,674.7	\$5,674.7	\$5,807.1
	Program Indirect	\$30.00	\$30.00	\$30.0	\$30.0	\$30.0
	Subtotal Capital Outlay Support	\$1,463.17	\$1,456.17	\$1,473.9	\$1,473.9	\$1,586.9
	Subtotal Capital Outlay	\$6,321.83	\$6,419.05	\$6,410.2	\$6,410.2	\$6,450.8
	Subtotal Toll Seismic Retrofit	\$7,785.00	\$7,875.22	\$7,884.1	\$7,884.1	\$8,037.8
	Program Contingency	\$900.00	\$809.78	\$800.9	\$800.9	\$647.3
	Total Toll Seismic Retrofit Program	\$8,685.00	\$8,685.00	\$8,685.0	\$8,685.0	\$8,685.0

Notes:

* Budget for Richmond-San Rafael Bridge includes \$16.9 million of deck joint rehabilitation work that considered to be eligible for seismic retrofit program funding.
(Due to the rounding of numbers, the totals above are show within \$0.02).

Toll Bridge Seismic Retrofit Program - SFOBB East Span Only AB 144/SB 66 Baseline Budget, and Forecasts as of November 30, 2007							
East Span Contract		(Dollars in millions) AB 144/SB 66 Baseline	TBPOC Current Approved Budget	1st Quarter 2007 Forecast	2nd Quarter 2007 Forecast	3rd Quarter 2007 Forecast	3rd Quarter 2007 Forecast (Proposed)
SFOBB East Span -Skyway							
	Capital Outlay Support	\$197.00	\$197.00	197.00	197.00	197.00	184.80
	Capital Outlay	\$1,293.00	\$1,293.00	1293.00	1293.00	1293.00	1251.89
	Total	\$1,490.00	\$1,490.00	1490.00	1490.00	1490.00	1436.69
SFOBB East Span -SAS- Superstructure							
	Capital Outlay Support	\$214.63	\$214.63	214.60	214.60	214.60	297.60
	Capital Outlay	\$1,753.72	\$1,753.72	1767.40	1767.40	1767.40	1788.18
	Total	\$1,968.35	\$1,968.35	1982.00	1982.00	1982.00	2085.78
SFOBB East Span -SAS- W2 Foundations							
	Capital Outlay Support	\$10.00	\$10.00	10.00	10.00	10.00	9.20
	Capital Outlay	\$26.40	\$26.40	26.40	26.40	26.40	26.00
	Total	\$36.40	\$36.40	36.40	36.40	36.40	35.20
SFOBB East Span -SAS- E2/T1 Foundations							
	Capital Outlay Support	\$52.50	\$41.50	41.50	41.50	41.50	34.80
	Capital Outlay	\$313.51	\$313.51	313.50	313.50	313.50	281.10
	Total	\$366.01	\$355.01	355.00	355.00	355.00	315.90
YBI/SAS (Archeology)							
	Capital Outlay Support	\$1.08	\$1.08	1.10	1.10	1.10	1.10
	Capital Outlay	\$1.06	\$1.06	1.10	1.10	1.10	1.10
	Total	\$2.14	\$2.14	2.20	2.20	2.20	2.20
YBI - USCG Rd Relocation							
	Capital Outlay Support	\$3.00	\$3.00	3.00	3.00	3.00	3.00
	Capital Outlay	\$3.00	\$3.00	3.00	3.00	3.00	3.00
	Total	\$6.00	\$6.00	6.00	6.00	6.00	6.00
YBI - Substation & Viaduct							
	Capital Outlay Support	\$6.50	\$6.50	6.50	6.50	6.50	6.50
	Capital Outlay	\$11.60	\$11.60	11.60	11.60	11.60	11.60
	Total	\$18.10	\$18.10	18.10	18.10	18.10	18.10
South/South Detour							
	Capital Outlay Support	\$29.50	\$39.50	39.50	39.50	39.50	63.00
	Capital Outlay	\$131.92	\$334.40	334.40	334.40	334.40	400.89
	Total	\$161.42	\$373.90	373.90	373.90	373.90	463.89
YBI - Transition Structures (Total, including the following split contracts and prior-to-split expenditures)							
	Capital Outlay Support	\$78.65	\$78.65	78.70	78.70	78.70	95.30
	Capital Outlay	\$299.36	\$276.10	276.10	276.10	276.10	263.40
	Total	\$378.01	\$354.75	354.80	354.80	354.80	358.70
YBI- Transition Structures Contract No. 1							
	Capital Outlay Support					45.00	55.80
	Capital Outlay					214.30	201.30
	Total					259.30	257.10
YBI- Transition Structures Contract No. 2							
	Capital Outlay Support					16.00	21.40
	Capital Outlay					58.50	58.76
	Total					74.50	80.16
YBI- Transition Structures Contract No. 3 - Landscape							
	Capital Outlay Support					1.00	1.40
	Capital Outlay					3.30	3.34
	Total					4.30	4.74
Oakland Touchdown (Total, including the following split contracts and prior-to-split expenditures)							
	Capital Outlay Support	\$74.40	\$74.40	92.10	92.10	92.10	100.20
	Capital Outlay	\$283.80	\$283.80	302.50	302.50	302.50	284.46
	Total	\$358.20	\$358.20	394.60	394.60	394.60	384.66
Oakland Touchdown Contract No. 1							
	Capital Outlay Support	\$0.00	\$0.00	49.90	49.90	49.90	57.40
	Capital Outlay	\$0.00	\$0.00	226.50	226.50	226.50	210.30
	Total	\$0.00	\$0.00	276.40	276.40	276.40	267.70
Oakland Touchdown Contract No. 2							
	Capital Outlay Support	\$0.00	\$0.00	15.80	15.80	15.80	18.20

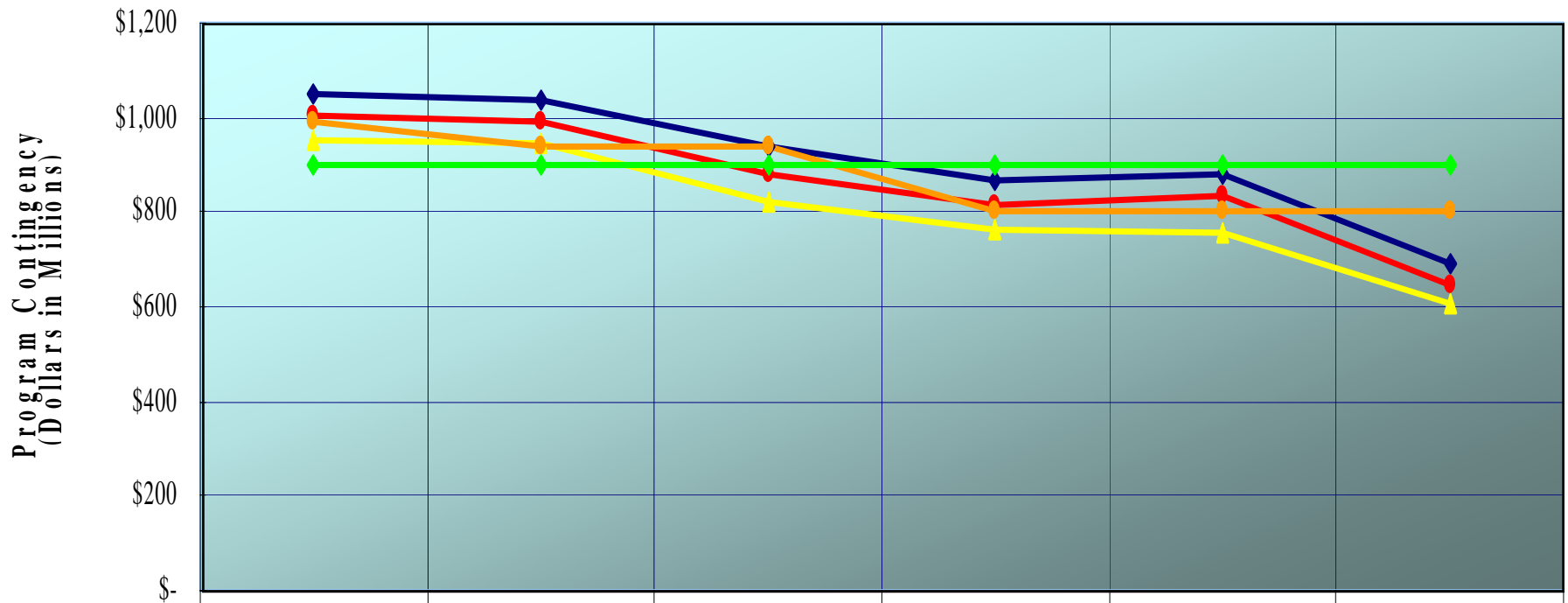
Toll Bridge Seismic Retrofit Program - SFOBB East Span Only AB 144/SB 66 Baseline Budget, and Forecasts as of November 30, 2007							
(Dollars in millions)							
East Span Contract		AB 144/SB 66 Baseline	TBPOC Current Approved Budget	1st Quarter 2007 Forecast	2nd Quarter 2007 Forecast	3rd Quarter 2007 Forecast	3rd Quarter 2007 Forecast (Proposed)
	Capital Outlay	\$0.00	\$0.00	62.00	62.00	62.00	60.16
	Total	\$0.00	\$0.00	77.80	77.80	77.80	78.36
Oakland Touchdown Contract - Electrical Systems							
	Capital Outlay Support	\$0.00	\$0.00	1.40	1.40	1.40	1.40
	Capital Outlay	\$0.00	\$0.00	4.40	4.40	4.40	4.40
	Total	\$0.00	\$0.00	5.80	5.80	5.80	5.80
Oakland Touchdown Contract - Navy Cable ⁽¹⁾							
	Capital Outlay Support	\$0.00	\$0.00	3.00	3.00	3.00	1.20
	Capital Outlay	\$0.00	\$0.00	9.60	9.60	9.60	9.60
	Total	\$0.00	\$0.00	12.60	12.60	12.60	10.80
Oakland Geofill							
	Capital Outlay Support	\$2.47	\$2.47	2.50	2.50	2.50	2.50
	Capital Outlay	\$8.21	\$8.21	8.20	8.20	8.20	8.20
	Total	\$10.68	\$10.68	10.70	10.70	10.70	10.70
Pile Installation Demonstration Project							
	Capital Outlay Support	\$1.79	\$1.79	1.80	1.80	1.80	1.80
	Capital Outlay	\$9.25	\$9.25	9.20	9.20	9.20	9.20
	Total	\$11.04	\$11.04	11.00	11.00	11.00	11.00
Existing Bridge Demolition							
	Capital Outlay Support	\$79.72	\$79.72	79.70	79.70	79.70	79.70
	Capital Outlay	\$239.15	\$239.15	222.00	222.00	222.00	232.00
	Total	\$318.87	\$318.87	301.70	301.70	301.70	311.70
Stormwater Treatment Measures							
	Capital Outlay Support	\$6.00	\$8.00	8.00	8.00	8.00	8.50
	Capital Outlay	\$15.00	\$18.30	15.00	18.30	18.30	17.63
	Total	\$21.00	\$26.30	23.00	26.30	26.30	26.13
Right-of-way and Environmental Mitigation							
	Capital Outlay Support	\$0.00	\$0.00	0.00	0.00	0.00	0.00
	Capital Outlay	\$72.40	\$72.40	72.40	72.40	72.40	72.40
	Total	\$72.40	\$72.40	72.40	72.40	72.40	72.40
Sunk Cost - Existing East Span Retrofit							
	Capital Outlay Support	\$39.46	\$39.46	39.50	39.50	39.50	39.50
	Capital Outlay	\$30.81	\$30.81	30.80	30.80	30.80	30.80
	Total	\$70.27	\$70.27	70.30	70.30	70.30	70.30
Environmental Phase (Expended)							
	Capital Outlay Support	\$97.70	\$97.70	97.70	97.70	97.70	97.70
Project Expenditures, Pre-splits							
	Capital Outlay Support	\$44.90	\$44.90	44.90	44.90	44.90	44.90
Non-project Specific Costs							
	Capital Outlay Support	\$20.00	\$19.00	19.00	19.00	19.00	20.00
	Subtotal East Span Capital Outlay Support	\$959.30	\$959.30	977.10	977.10	977.10	1090.10
	Subtotal East Span Capital Outlay and Sunk Costs	\$4,492.19	\$4,674.71	4686.60	4689.90	4689.90	4681.85
	Other Budgeted Capital	\$35.11	\$31.81	11.00	7.70	7.70	35.11
	Total SFOBB East Span	\$5,486.60	\$5,665.82	5674.70	5674.70	5674.70	5807.06

⁽¹⁾ Current contract allotment to install two submarine electrical cables is \$11.5 million. Additional non-program funding to support this allocation beyond the \$9.6 million of available programs funds has been made available by the Treasure Island Development Authority.

(Due to the rounding of numbers, the totals above are shown within \$0.02).

Program Contingency

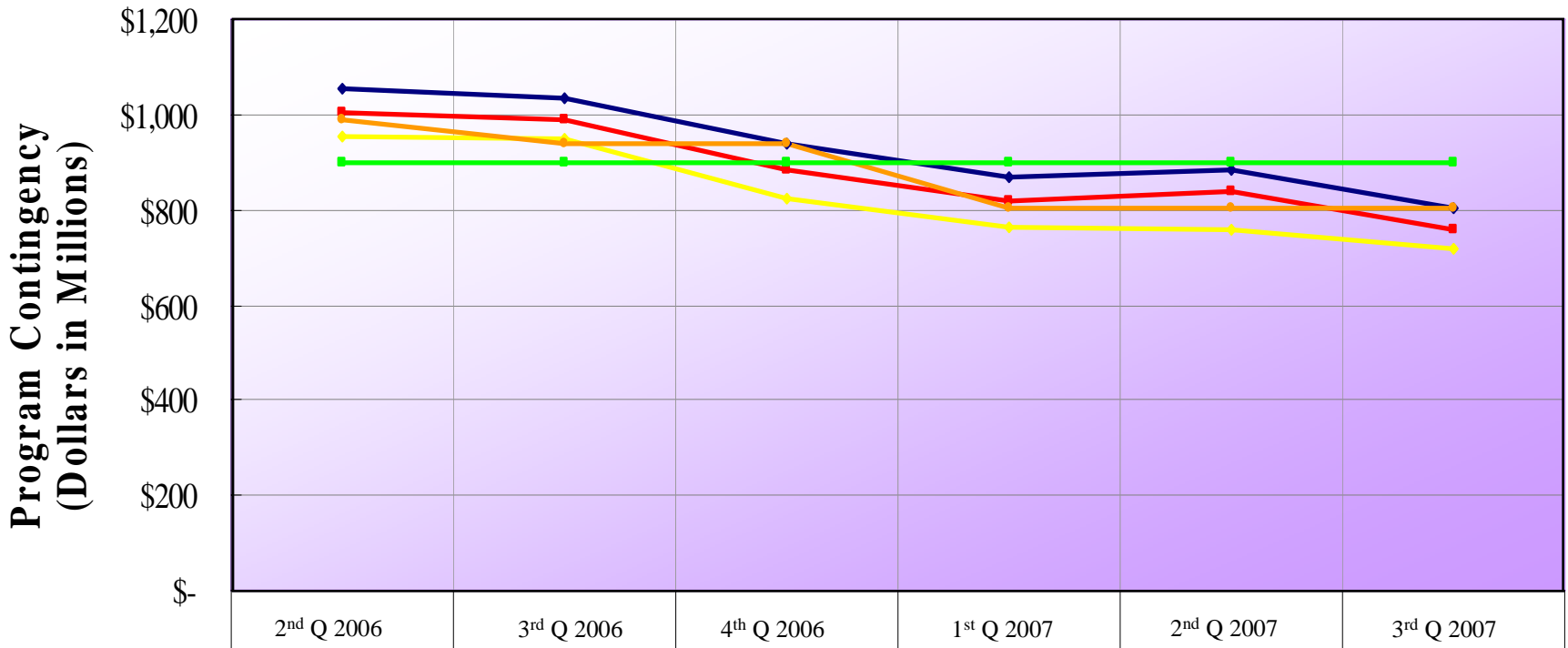
CO and COS



◆ 20% RMC	\$1,052	\$1,035	\$939	\$870	\$882	\$689
● 50% RMC	\$1,004	\$991	\$881	\$816	\$836	\$647
▲ 80% RMC	\$954	\$949	\$823	\$764	\$757	\$604
◆ TBSRP Q REPORTS	\$989	\$941	\$941	\$801	\$801	\$801
◆ AB 144/SB 66 Baseline	\$900	\$900	\$900	\$900	\$900	\$900

Program Contingency

CO Only



20% RMC	\$1,052	\$1,035	\$939	\$870	\$882	\$802
50% RMC	\$1,004	\$991	\$881	\$816	\$836	\$760
80% RMC	\$954	\$949	\$823	\$764	\$757	\$717
TBSRP Q Reports	\$989	\$941	\$941	\$801	\$801	\$801
AB 144/SB 66 Baseline	\$900	\$900	\$900	\$900	\$900	\$900

ITEM 4: PROGRAM ISSUES

c. TBPOC Overseas Site Visit to China

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Stephen Maller, Deputy Director, CTC

RE: Agenda No. 4c

Item- Program Issues
 TBPOC Overseas Site Visit to China

RECOMMENDATION:

For Information Only

COST:

N/A

SCHEDULE:

N/A

DISCUSSION:

The next TBPOC meeting is the first of the planned semiannual TBPOC fabrication inspections of ZPMC. The site inspection and TPBOC meeting is scheduled for Thursday, January 31, 2007.

- ◆ Entry into China requires a consulate-approved visa. A copy of the visa application is attached.
- ◆ The TBPOC should plan to arrive in China no later than Wednesday, January 30, 2007, which would typically necessitate leaving the United States on Tuesday, January 29, 2007.
- ◆ Accommodation arrangements in Shanghai are currently being made at the JW Marriott.
- ◆ All major TBPOC activities are scheduled for Thursday, January 31, 2007, including the fabrication site visit, TBPOC meeting, and likely a formal dinner with ZPMC and ABF management representatives.
- ◆ Site visit attendees currently include CTC Commissioner James Ghielmetti and BATA Commissioner Bill Dodd.

Memorandum

Caltrans has arranged for a special group rate at the JW Marriott that needs to be confirmed by December 12, 2007. Staff requests that the TPBOC confirm through their PMT members their specific plans for the trip so that final accommodations arrangements can be made.

Table 1 - Current List of Attendees

Caltrans	BATA	CTC
Will Kempton	Steve Heminger	John Barna
Tony Anziano	Andrew Fremier	Stephen Maller
Brian Maroney	Peter Lee	Dina Noel
	Commissioner Bill Dodd	Commissioner James Ghielmetti

Table 2 - TBPOC Itinerary of Activities

	Wednesday, January 30	Thursday, January 31	Friday, February 1
Morning		<ul style="list-style-type: none"> ◆ Travel to ZPMC ◆ Inspection of ZPMC Fabrication Facility 	<ul style="list-style-type: none"> ◆ No activities currently planned
Afternoon		<ul style="list-style-type: none"> ◆ TBPOC Meeting, including visit with Team China ◆ Return to Hotel 	
Evening	<ul style="list-style-type: none"> ◆ TBPOC Arrival 	<ul style="list-style-type: none"> ◆ Dinner with TBPOC, ABF and ZPMC 	

Attachment:

Visa Application Form of the Peoples Republic of China

中华人民共和国签证申请表

Visa Application Form of the People's Republic of China

请逐项在空白处用中文或英文大写字母打印填写,或在□打×选择。
Please type your answer in capital English letters in the spaces provided or check the appropriate box to select.

一、关于你本人的信息 / Section 1. Information about Yourself		
1.1 外文姓名 / Full Name: 姓 / Surname: 中间名 / Middle Name:		照片 / Photo 请将 1 张近期正面免冠、浅色背景的彩色护照照片粘贴于此。 <i>Please affix one recent passport style color photo, with full face, front view, no hat, and against a plain light background.</i>
名 / Given Name:	1.2 性别 / Sex: <input type="checkbox"/> 男 / M <input type="checkbox"/> 女 / F	
1.3 中文姓名 / Chinese Name if Applicable:	1.4 现有国籍 / Current Nationality:	
1.5 别名或曾用名 / Other or Former Name:	1.6 曾有国籍 / Former Nationality:	
1.7 出生日期 / Date of Birth(YY-MM-DD):		1.8 出生地点(国、省/市) / Place (Province/State, Country) of Birth:
1.9 护照种类 Passport Type	<input type="checkbox"/> 外交 / Diplomatic <input type="checkbox"/> 公务、官员 / Service or Official <input type="checkbox"/> 普通 / Regular <input type="checkbox"/> 其他证件(请说明) / Other (Please specify):	
1.10 护照号码 / Passport Number:		1.11 签发日期 / Date of Issue(YY-MM-DD):
1.12 签发地点(省/市及国家) / Place (Province/State, Country) of Issue:		1.13 失效日期 / Expiration Date(YY-MM-DD):
1.14 当前职业(可多选) / Your Current Occupation(s): <input type="checkbox"/> 商人 / Businessman <input type="checkbox"/> 教师、学生 / Teacher or Student <input type="checkbox"/> 政府官员 / Government Official <input type="checkbox"/> 乘务人员 / Crew Member of Airlines, Trains or Ships <input type="checkbox"/> 新闻从业人员 / Staff of Media <input type="checkbox"/> 议员 / Member of Parliament, Congressman or Senator <input type="checkbox"/> 宗教人士 / Clergy <input type="checkbox"/> 其他(请说明) / Other (Please specify):		

二、你的赴华旅行 / Section 2. Your Visit to China	
2.1 申请赴中国主要事由(可多选) / Major Purpose(s) of Your Visit(s) to China: <input type="checkbox"/> 旅游 / Tourism <input type="checkbox"/> 执行乘务 / As Crew Member of Airlines, Trains or Ships <input type="checkbox"/> 探亲 / Visiting Relatives <input type="checkbox"/> 记者常驻 / As Resident Journalist <input type="checkbox"/> 商务 / Business Trip <input type="checkbox"/> 记者临时采访 / As Journalist for Temporary News Coverage <input type="checkbox"/> 过境 / Transit <input type="checkbox"/> 外交官、领事官赴华常驻 / As Resident Diplomat or Consul in China <input type="checkbox"/> 留学 / Study <input type="checkbox"/> 官方访问 / Official Visit <input type="checkbox"/> 商业演出 / Commercial Performance <input type="checkbox"/> 任职就业 / Employment <input type="checkbox"/> 其他(请说明) / Other (Please specify):	
2.2 计划入境次数 / Intended Number of Entries	<input type="checkbox"/> 一次入出境有效(3个月内有效) / Single entry valid for 3 months; <input type="checkbox"/> 二次入出境有效(6个月内有效) / Double entry valid for 6 months; <input type="checkbox"/> 半年内多次入出境有效 / Multi-entry valid for 6 months; <input type="checkbox"/> 一年内多次入出境有效 / Multi-entry valid for 12 months.
2.3 首次可能抵达中国的日期 / Date of Your First Possible Entry into China (YY-MM-DD)	
2.4 预计你一次在华停留的最长天数 / Your Longest Intended Stay in China Days	
2.5 请按时间顺序列明你访问中国的地点(省及市/县) / Please list Counties/Cities and Provinces to visit in China in a time sequence:	
2.6 办理签证通常需要 4 个工作日, 你是否想另交费要求加急或特急服务 / Normally, visa processing takes 4 working days. Do you request express or rush service by paying extra fee? <input type="checkbox"/> 加急(2-3 个工作日) / Express for 2-3 working days; <input type="checkbox"/> 特急(1 个工作日) / Rush for 1 working day.	

三、你的健康状况及以前的国际旅行/ Section 3. Your Health Condition and Previous Overseas Tour

3.1 你是否曾经被拒绝颁发中国签证? Have you ever been refused a visa for China?	<input type="checkbox"/> 否 / No <input type="checkbox"/> 是/Yes
3.2 你是否曾经被拒绝进入或被遣送出中国? Have you ever been refused entry into or deported from China?	<input type="checkbox"/> 否 / No <input type="checkbox"/> 是/Yes
3.3 你在中国或其他国家是否有犯罪记录? Do you have any criminal record in China or any other country?	<input type="checkbox"/> 否 / No <input type="checkbox"/> 是/Yes
3.4 你现在是否患有以下任一种疾病/ Do you suffer from any of the following diseases? ①精神病/ Mental Diseases ②开放性肺结核/ Open Tuberculosis ③性病/ Venereal Diseases ④感染 HIV 或艾滋病/ HIV Positive or AIDS ⑤麻风病/ Leprosy ⑥其他传染性疾病/ Other infectious diseases	<input type="checkbox"/> 否 / No <input type="checkbox"/> 是/Yes
3.5 是否曾经访问中国/Have you ever visited China before?	<input type="checkbox"/> 否 / No <input type="checkbox"/> 是/Yes
3.6 对问题 3.1-3.4 选择“是”并不表示你就无资格申请签证, 请说明详细情况/ If you select Yes to any question from 3.1 to 3.4, you do not lose eligibility for visa application. Please give detailed reasons for your answer.	

四、你的联系方式/ Section 4. Your Contact Information

4.1 你的工作单位或学校名称 / Name of Your Employer or School:	4.2 日间电话 / Daytime Phone Number:
4.3 你的工作单位或学校地址 / Address of Your Employer or School:	4.4 夜间电话 / Nighttime Phone Number:
4.5 你的家庭住址 / Your Home Address:	4.6 你的电子信箱 / Your Email:
4.7 在华邀请、联系的单位名称或探亲对象的姓名 / Name of Inviter, Contact or Your Relative in China:	4.8 联系电话 / Phone Number of Your Contact:
4.9 在华邀请、联系的单位名称或探亲对象的地址 / Address of Inviter, Contact or Your Relative in China:	4.10 电子信箱 / Email of Your Contact:

五、其他声明事项 / Section 5. Other Declaration

如有其他需要声明事项, 请在下面说明 / If there is more information to declare, please give the information below.

--

六、他人代填申请表 / Section 6. Application Form Completed by Another Person

如是他人为你填写签证申请表, 请其填写以下栏目 / If this application was completed by another person on behalf of you, please have that person complete this section.

6.1 代填人姓名 / Name of Person Completing the Form:	6.2 与申请人关系 / Relationship to the Applicant:
6.3 代填人地址及电话 / Address and Phone Number of that Person:	6.4 代填人签名 / Signature of that Person:

七、重要事项 / Section 7. Important

我已阅读并理解此表所有问题, 并对照片及填报内容的真实性及准确性负责。我理解, 签证种类、有效期及停留期将由领事决定, 任何不实、误导或填写不完整均可能导致签证申请被拒绝或被拒绝进入中国。

I have read and understood all the questions in this application. I shall be fully responsible for the answers and the photo, which are true and correct. I understand that type of visa, number of entries and duration of each stay will be decided by consuls, and any false, misleading or incomplete statement may result in the refusal of a visa for or denial of entry into China.



申请人签名 / Applicant's Signature: _____ 日期 / Date (YY-MM-DD): _____

ITEM 4: PROGRAM ISSUES

d. Westar Settlement Documents

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Tony Anziano, Toll Bridge Program Manager, Caltrans

RE: Agenda No. - 4d

Item- Program Issues

Westar Settlement Documents

Recommendation:

APPROVAL

Cost:

\$5,208,584 (as discussed below, total settlement costs will be in the range of \$5,500,000 to \$5,900,000)

Schedule Impacts:

N/A

Discussion:

On September 19, 2007, the TBPOC authorized the Department to negotiate a settlement of the Westar class action prevailing wage litigation (relating to water transportation services provided to Toll Program projects) in an amount up to \$8,000,000. The Risk Management Plan currently carries this litigation as a risk register item and reflects a risk in the range of \$20,000,000 to \$40,000,000. A mediation session was held on October 12, 2007, and settlement terms were reached. The settlement provides for a payment of \$5,208,584 to tugboat workers and costs of approximately \$300,000 to \$700,000 to vessel operators Westar and Brusco. A draft settlement agreement has been developed to implement the \$5,208,584 payment to workers, and a copy of the draft agreement is attached. The draft agreement establishes \$5,208,584 as the settlement amount (page 8, paragraph 21). To insure that this settlement will capture almost all outstanding individual claims, the payment is contingent on the Court certifying the class (page 8, paragraph 24) and it provides a complete release of all claims by all class members (page 18, paragraph 60) as well as a complete release by their union (page 19, paragraph 61). Since a class action settlement always allows class members to decide that they will not participate in the settlement (opt out) and elect to bring an individual lawsuit, the settlement agreement allows the Department to void the settlement if too many class

Memorandum

members opt out (page 23, paragraph 69). If more than 1% of Brusco class members and 3% of Westar class members opt out (approximately 6 individuals total), the Department can elect to void the agreement. This number of class members would represent a minimal remaining exposure (approximately \$120,000) to the Department and given the small amount of each individual claim (approximately \$20,000) it is unlikely that any individual would have the resources to bring an independent action.

The remaining settlement of Westar and Brusco costs, estimated to be in the range of \$300,000 to \$700,000) will be addressed in a separate settlement agreement that will be finalized after execution and implementation of the current settlement agreement. The final amount will be based on an auditable record of Westar and Brusco costs.

Attachment: Class Action/Writ Action Settlement Agreement, Release and Stipulation
Booth v. California Department of Transportation
International Organization of Masters, Mates and Pilots v. Rea

1 Case No. RG 05-228615 consolidated with Case No. RG 06256337
2
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

DENNIS BOOTH, DANIEL CORDOVA, ET.
AL, on behalf of themselves individually and
all others similarly situated,

Plaintiffs,

vs.

CALIFORNIA DEPARTMENT OF
TRANSPORTATION, a public agency,
CROSS LINK, INC., a corporation, dba
WESTAR MARINE SERVICES, and
BRUSCO TUG & BARGE, INC., a
corporation, and DOES 1-50, inclusive

Defendants/

The Honorable Judge Robert
Freedman

Dept. 20

Case No. RG 05-228615 consolidated
with No. RG 06-256337

CLASS ACTION AND WRIT
ACTION

**CLASS ACTION/WRIT ACTION
SETTLEMENT AGREEMENT,
RELEASE AND STIPULATION**

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES AND PILOTS, PACIFIC
MARITIME REGION

Petitioner,

vs.

JOHN M. REA AND CALIFORNIA
DEPARTMENT OF INDUSTRIAL
RELATIONS and CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Respondents.

1. This Class Action/Writ Action Settlement Agreement and Stipulation (“Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiffs DENNIS BOOTH, DANIEL CORDOVA, TOM ELLIOTT, PATRICK HARRIS, JOHN HUGHES, WOLFE MCGILL, JOSHUA MENCHACA and REGINALD TIMS, (collectively “Class Representatives”) and all members of the “Plaintiff Classes” as described herein; Petitioner INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, PACIFIC MARITIME REGION (“MM&P”); Defendant/Respondent/Appellant, the California Department

1 of Transportation, (“Caltrans”); Defendant/ Appellant Cross Link Inc., dba Westar Marine
2 Services (“Westar”); and Defendant Brusco Tug and Barge, Inc. (“Brusco”), which is a defendant
3 in the Class Action but is not a party to the Writ Action filed by MM&P nor to the appeal of the
4 judgment in that action.

5 2. The Class Representatives, the Plaintiff Classes, Petitioner MM&P,
6 Defendants/Appellants Caltrans and Westar and Defendant Brusco are referred to collectively as
7 “the Parties.”

8 3. Class Counsel are Gary Goyette with Goyette and Associates, Inc.; Petitioner
9 MM&P’s legal counsel are Beth Ross and Eleanor Morton of Leonard Carder, LLP; defense
10 counsel are Cheryl Pirtle and Barbara J. Wills on behalf of Caltrans, Marc D. Roberts on behalf
11 of Westar, and Kent Jonas and Thelen Reid Brown Raysman and Steiner on behalf of Brusco.

12 4. The “Settlement Period” is August 19, 2001 through the date the Court grants final
13 approval of this settlement. During the Settlement Period, the Settlement Classes are barred from
14 making any claims released herein.

15 5. The “Plaintiff Classes” are:

16 A) The “Westar Plaintiff Class” comprises all persons who have been
17 employed by Westar as masters/tugboat operators, water taxi/launch operators, mates,
18 deckhands/engineers, deckhands, II level deckhands, deckhand entries, deck engineers, or mid
19 deckhands in the San Francisco Bay area during the Settlement Period and who have worked on
20 one or more of the following public works bridge construction or retrofit projects during this time:
21 Benicia-Martinez Bridge, Contract No. 04-006034, 10/27/01 to 9/28/07; Carquinez Bridge,
22 Contract No. 04-013014, 1/11/00 to 10/15/04; Richmond-San Rafael Bridge, Contract No. 04-
23 0438U4, 10/12/00 to 8/15/05; East Span of the San Francisco Bay Bridge (known as the
24 “Skyway”), Contract No. 04-012024, 2/6/02 up to 12/31/07; and the West Span of the San
25 Francisco Bay Bridge (known as “Project 18), Contract No. 04-0435U4, 9/29/99 to 6/25/04.

26 B) The “Brusco Plaintiff Class” comprises all persons who worked for Brusco
27 as tugboat operators, deckhand/engineers, deckhands, or apprentice deckhands during the
28 Settlement Period on the Benicia-Martinez Bridge, Contract No. 04-006034, 10/27/01 to 9/28/07

1 during the Settlement Period.

2 The members of the Plaintiff Classes are referred to herein as “Class Members,” or,
3 individually, “Class Member.”

4 6. The “Settlement Classes” are all members of the Westar Plaintiff Class and Brusco
5 Plaintiff Class who fail to timely and properly opt out of the settlement provided by this
6 Settlement Agreement.

7 **BACKGROUND AND OVERVIEW OF SETTLEMENT**

8 7. On or about August 19, 2005, the Class Representatives, on behalf of themselves
9 and as representatives of a putative class of others similarly situated, filed their class action
10 lawsuit known as Booth, et al. v. California Department of Transportation, et al., Case No. RG-05-
11 0228615, in the Alameda Superior Court, State of California (herein “Class Action”). Also named
12 as defendants in the Class Action are Westar and Brusco. The Class Action alleged, among other
13 things, that the Defendants, and each of them, failed to pay appropriate prevailing wages pursuant
14 to Labor Code section 1720 et. seq., that Defendants, and each of them, engaged in unfair business
15 practices in violation of Business and Professions Code section 17200, et. seq., and that
16 Defendants, and each of them, failed to comply with other Labor Code provisions on San
17 Francisco Bay Area bridge projects funded in whole or in part by Caltrans.

18 8. Defendants, and each of them, deny that they violated the law in any manner
19 alleged in the Class Action. Nothing contained herein, nor the consummation of this Settlement
20 Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or
21 wrong doing on the part of any Defendant.

22 9. On February 22, 2006, MM&P filed a Verified Petition for Writ of Mandate
23 against Caltrans, the California Department of Industrial Relations (“DIR”) and the Director of the
24 California Department of Industrial Relations in Alameda Superior Court in a case captioned,
25 International Organization of Masters, Mates and Pilots, Pacific Maritime Region v. Rea, et al.,
26 Case No. RG 06256337. On September 14, 2006, MM&P filed an Amended Verified Petition for
27 Writ of Mandate challenging January 23, 2006 and July 31, 2006 decisions of DIR and its Director
28 regarding the payment of prevailing wages on bridge projects funded in whole or in part by

1 Caltrans and alleging that Caltrans failed to require and enforce the payment of prevailing wages
2 on such projects (herein "Writ Action"). The construction projects at issue in the Writ Action are
3 identical to the projects at issue in the Class Action.

4 10. On October 26, 2006, the Booth Plaintiffs filed a motion to intervene in the Writ
5 Action, which motion was granted on November 8, 2006. The Alameda Superior Court ordered
6 that the Class Action and the Writ Action be consolidated for all pretrial purposes and further
7 stayed the Class Action pending the Alameda Superior Court's review of the Writ Action; the
8 Alameda Superior Court issued a Decision Granting Petition for Writ of Mandate on March 14,
9 2007, issued a Statement of Decision on April 9, 2007, and entered judgment against Caltrans,
10 DIR and the Director of DIR on the same date (herein "Writ Rulings").

11 11. Caltrans filed a Notice of Appeal of the Writ Rulings on May 30, 2007 and Westar
12 filed a Notice of Appeal of the Writ Rulings on June 5, 2007, identified as Court of Appeals Case
13 No. A117963 and Case No. A118251, respectively (jointly, the "Writ Appeals"). The Writ
14 Appeals are now pending in the California Court of Appeals, First District.

15 12. On October 12, 2007, through private mediation ordered by the Court of Appeal,
16 First District, and through the auspices of Normand Brand, Esq., a highly experienced labor and
17 employment law mediator and arbitrator, the Parties to the Class Action and the Writ Action and
18 the Writ Appeals reached an agreement to settle the lawsuit and the writ.

19 13. For the total consideration as set forth in paragraph 21 and defined as the Gross
20 Fund Value, the Class Representatives, the Plaintiff Classes, Caltrans, Westar and Brusco intend
21 to fully and finally and forever settle, compromise, and discharge all disputes and claims that were
22 raised in the Class Action or that relate to or reasonably could have arisen out of the same facts
23 alleged in that action, including, but not limited to, requests for legal or equitable relief and
24 requests for relief for damages for the non-payment or manner of payment for any wages for time
25 worked (including but not limited to the payment of waiting time penalties, under California
26 Labor Code Section 203, and damages or penalties under any other Labor Code provision.)

27 14. For the total consideration as set forth in paragraph 21 and defined as the Gross
28 Fund Value, MM&P, the Class Representatives, the Plaintiff Classes, and Defendants/Appellants

1 Caltrans and Westar intend to fully and finally and forever settle, compromise, and discharge all
2 disputes and claims that were raised by, between or among MM&P, the Plaintiffs, Caltrans and
3 Westar in the Writ Action and/or Writ Appeals that relate to or reasonably could have arisen out
4 of the same facts alleged in that action and/or appeal(s), including, but not limited to, requests for
5 legal or equitable relief and requests for relief for damages for the non-payment or manner of
6 payment for any wages for time worked (including, but not limited, to the payment of waiting time
7 penalties, under California Labor Code Section 203, and damages or penalties under any other
8 Labor Code provision.)

9 15. MM&P acknowledges that it has no rights under this Settlement Agreement against
10 Brusco, which is not a party to the writ action, and that paragraph 74, below, does not apply as
11 between it and Brusco. Likewise, Brusco acknowledges that it has no rights or limitations under
12 this Settlement Agreement against MM&P, and that paragraph 74, below, does not apply as
13 between it and MM&P.

14 16. The Parties intend that those sections of this Agreement pertaining to the Writ
15 Action or the Writ Appeal are binding with regard to Caltrans and Westar, but not to Brusco. The
16 Parties intend that any reference to “Defendants/Appellants” within this Agreement apply only to
17 Caltrans and Westar, but not to Brusco.

18 17. The Parties intend that this Settlement Agreement shall include a full and complete
19 settlement release of both actions, as described in paragraphs 60 through 64, inclusive, below.

20 18. Class Counsel represent that they have conducted a thorough investigation into the
21 facts of the Class Action, and have diligently pursued an investigation of the claims of the Plaintiff
22 Classes against Defendants. Based on their own independent investigation and evaluation and all
23 known facts and circumstances, including the risk of significant defenses asserted by Defendants,
24 Class Counsel are of the opinion that the settlement with Defendants is fair, reasonable, and
25 adequate and is in the best interest of the Plaintiff Classes.

26 19. MM&P Counsel represents that it has conducted a thorough investigation into the
27 facts of MM&P’s Writ Action, and has diligently pursued an investigation of the claims of the
28 MM&P against Caltrans. Based on MM&P Counsel’s own independent investigation and

1 evaluation and all known facts and circumstances, including the risk of significant defenses
2 asserted by Caltrans and Westar, MM&P Counsel is of the opinion that the settlement with
3 Caltrans and Westar is fair, reasonable, and adequate and is in the best interest of MM&P and its
4 members.

5 20. The Parties agree to cooperate and take all steps necessary and appropriate to
6 obtain preliminary and final approval of this settlement, to effectuate all aspects of this Settlement
7 Agreement as it relates to the claims of the Class Representatives, Plaintiff Classes and MM&P.

8 A) Defendants/Appellants, Class Counsel and MM&P and their counsel will
9 recommend that Class Members file Claim Forms and participate in this settlement.

10 B) Neither the Parties nor their counsel will encourage Class Members to opt
11 out of the settlement.

12 C) It is understood that Class Counsel may provide legal advice and counsel to
13 Class Members regarding settlement of the Class Action.

14 D) It is understood that MM&P may, at its discretion, provide legal advice and
15 counsel to MM&P members regarding the settlement of the Class Action and Writ Action, but that
16 MM&P is under no obligation to do so.

17 E) Class Counsel and Class Representatives will dismiss their Class Action
18 with prejudice as part of the Entry of Judgment for Final Approval of this Settlement, creating the
19 Effective Date as defined in paragraph 34, below.

20 F) Within ten (10) days of the Effective Date, Caltrans and Westar will dismiss
21 their respective Writ Appeals.

22 G) Within ten (10) days of the Effective Date, MM&P will move to (1) vacate
23 the judgment against Caltrans in the Writ Action; (2) vacate the Writ of Mandate against Caltrans
24 in the Writ action; (3) vacate Section II of the Stipulation and Partial Compliance Order re
25 Rescission and Determination of Coverage and Rates filed by the parties on May 7, 2007 and
26 entered as an order of the Court on June 7, 2007; and (4) dismiss all claims against Caltrans in the
27 Writ Action. In the event the Court does not grant MM&P's Motion to Partially Vacate the
28 Judgment, MM&P will file a motion to vacate the judgment in its entirety.

1 21. The total payment under this Settlement Agreement, including but not limited to
2 payments to the Plaintiff Classes, Class Counsel's attorneys' fees and costs, administration costs,
3 employer payroll taxes, and enhancement payments to the Class Representatives for their services
4 as Class Representatives is five million, two hundred eight thousand, two hundred eighty-four
5 dollars (\$5,208,284.00) (hereafter, the "Gross Fund Value").

6 22. The "Net Fund Value" shall be the Gross Fund Value minus the attorneys' fees and
7 costs of Class Counsel, as approved by the court, any enhancement payments to the Class
8 Representatives approved by the court, and administration costs as mutually agreed by the Parties
9 and set out in paragraph 40 below. In turn, the Net Fund Value will be allocated to the Westar
10 Plaintiff Class on the one hand, and to the Brusco Plaintiff Class on the other, in proportion to the
11 number of overtime hours the members of each Class worked on the projects that are the subject
12 of the Class Action. If members of the Westar Plaintiff Class or the Brusco Plaintiff Class
13 eligible to participate in this settlement fail to timely submit valid Claim Forms or timely cash
14 their checks, or opt-out of the settlement, then the portion of the Net Fund Value attributable to
15 such individuals shall be retained by Defendant Caltrans. To the extent, if at all, attorneys' fees,
16 Class Representative enhancement payments and costs are not approved by the Court in an
17 amount sought by Plaintiffs, and then the amount not approved will revert to the Net Fund Value
18 for distribution to members of the Plaintiff Classes who timely and properly submit claim forms.

19
20 **CERTIFICATION OF THE PLAINTIFF CLASSES**
21 **FOR SETTLEMENT PURPOSES ONLY**

22 23. For settlement purposes only, the Parties agree that the Classes defined in
23 paragraph 5, above, shall be certified.

24 24. This Settlement Agreement is contingent upon the approval and certification by the
25 Court of the Plaintiff Classes for settlement purposes only. Defendants do not waive, and instead
26 expressly reserve, their right to challenge the propriety of Class certification for any purpose
27 should the Court not approve the Settlement Agreement. In connection with the proposed
28 certification of the Plaintiff Classes, the Parties shall cooperate and present to the Court for its

1 consideration competent evidence, as may be requested by the Court, under the applicable due
2 process requirements and standards for Class certification.

3 **SETTLEMENT APPROVAL PROCEDURE AND FULFILLMENT OF DUTIES**

4 25. To obtain final approval of this Settlement Agreement and to complete all steps
5 required for the distribution of all required payments under this Agreement, the steps described in
6 paragraphs 26 through 35, inclusive, shall occur:

7 26. Execution of this Settlement Agreement by the Parties and their respective counsel
8 of record.

9 27. Execution of this Settlement Agreement by the Class Representatives.

10 28. Submission of the Settlement Agreement to the Court, along with a Joint Motion
11 for Preliminary Approval, the associated joint Points and Authorities, and the Proposed Order for
12 Preliminary Approval, attached as Exhibit A to this Settlement Agreement and Stipulation.

13 29. Entry of an order by the Court (a) granting preliminary approval of the Settlement
14 Agreement, including conditional certification of the Plaintiff Classes for settlement purposes
15 only, (b) appointing Class Counsel, the Class Representatives for the Plaintiff Classes, and
16 Rosenthal and Associates, as Claims Administrator.

17 30. Court approval of the form and content of the Notice of Pendency of Class Action,
18 Proposed Settlement and Hearing Date (“Class Notice”) attached as Exhibit B to this Settlement
19 Agreement and Stipulation, advising the members of the Westar Plaintiff Class and the Brusco
20 Plaintiff Class of material terms and provisions of this Agreement, the procedure for approval
21 thereof, and their rights with respect thereto, as well as the Claim Form.

22 31. Performance of all steps in the “Appointment and Duties of Settlement
23 Administrator” and the “Claims Process” sections of this Settlement Agreement by the Settlement
24 Administrator.

25 32. Filing by Class Counsel, on or before the date of the final approval hearing, of a
26 Motion for Final Approval, associated Points and Authorities and Proposed Final Order, and the
27 Court-approved Settlement Administrator’s verification, in writing, that the Class Notice to the
28 Plaintiff Classes has been disseminated in accordance with the Court’s order.

1 33. Entry of an order by the Court granting final approval of the Settlement Agreement.
2 34. Occurrence of the “Effective Date,” which is defined as the date on which
3 judgment by the Court approving this Settlement Agreement and dismissing with prejudice the
4 claims of the Plaintiff Class is no longer appealable (the sixty-first calendar day after service of
5 notice of entry of judgment), or if an appeal has been filed, the date on which the appeal is final.
6 35. Payment by Defendant Caltrans to the Settlement Administrator in the amount of
7 the Gross Fund Value within five (5) business days of the Effective Date, followed by all
8 payments by the Settlement Administrator from the Gross Fund Value and the Net Fund Value as
9 specified in paragraph 67(D) of this Agreement within thirty (30) calendar days of receipt by the
10 Settlement Administrator of the Gross Fund Value by Caltrans.

11 **SETTLEMENT PAYMENT AND CALCULATION OF CLAIMS**

12 36. In consideration of the mutual covenants and promises set forth herein, the Parties
13 agree, subject to the Court’s approval, as follows:

14 37. Defendant Caltrans shall pay the Gross Fund Value in settlement of the Class
15 Action and Writ Action subject to the reversion to Caltrans of any funds unclaimed by Class
16 Members.

17 38. As part of the preliminary and final approval of this Settlement Agreement, Class
18 Counsel will apply to the Court, as described within and effectuated by this Settlement
19 Agreement, for a total award of attorneys’ fees in the amount of up to one million, four hundred
20 thirty-two thousand, two hundred seventy-eight dollars and ten cents, (\$1,432,278.10) (27.5% of
21 the Gross Fund Value of \$5,208,284.00) and costs in the amount of five thousand, five hundred
22 twenty-six dollars and eighty-five cents (\$5,526.85). If these Class Counsel attorney’s fees are
23 approved by the Court, Class Counsel shall pay MM&P for reimbursement of their attorney’s fees
24 in a maximum amount of two hundred thousand dollars (\$200,000), as outlined in a separate
25 agreement between Class Counsel and MM&P. The Defendants agree that they will not oppose
26 Class Counsel’s application for such fees and costs. These fees and costs are included in and
27 come from the “Gross Fund Value” as defined in Paragraph 21 and will be paid by the Settlement
28 Administrator concurrent with the mailing of checks to Class Members. Class Counsel shall be

1 issued an IRS Form 1099 To the extent, if at all, attorneys' fees and costs are not approved by the
2 Court in the amounts of \$1,432,278.10 and \$ 5,526.85, respectively, then the amount not approved
3 will revert to and be added to the Net Fund Value, to be distributed among Class Members who
4 timely and properly submit their Claim forms.

5 39. Subject to Court approval, in addition to any payments they receive pursuant to
6 paragraph 41 below, the Class Representatives will receive from the Gross Fund Value
7 enhancement payments for their services as Class Representative and for the risks associated with
8 filing the litigation as follows: DENNIS BOOTH up to \$15,000, DANIEL CORDOVA up to
9 \$15,000, TOM ELLIOTT up to \$15,000, PATRICK HARRIS up to \$ 15,000, JOHN HUGHES
10 up to \$15,000, WOLFE MCGILL up to \$ 15,000, JOSHUA MENCHACA up to \$ 15,000 and
11 REGINALD TIMS up to \$15,000. Each Class Representative will be issued an IRS Form 1099 in
12 connection with this payment. To the extent, if at all, Class Representative enhancement
13 payments are not approved by the Court in the amount of \$120,000.00, and then the amount not
14 approved will revert to and be added to the Net Fund Value, to be distributed among Class
15 Members who timely and properly submit their Claim forms.

16 40. From the Gross Fund Value, the Settlement Administrator shall be paid up to
17 thirty-five thousand (\$ 35,000.00) to perform the duties set forth in this Settlement Agreement. If
18 the total cost for the Settlement Administrator is below this limit, the difference shall revert to and
19 be added to the Net Fund Value, to be distributed among Class Members who timely and properly
20 submit their claim forms.

21 41. The distribution of Individual Settlement Shares will be as follows:

22 A) Each member of the Westar Plaintiff Class and the Brusco Plaintiff Class
23 shall be entitled to receive a pro rata portion of the Net Fund Value ("Individual Settlement
24 Share") on a claims-made basis. The Net Fund Value shall be divided between the Westar
25 Plaintiff Class and the Brusco Plaintiff Class based on the respective total overtime hours worked
26 by these two Classes as follows: 88% of the Net Fund Value is allocated to the Westar Plaintiff
27 Class and 12% of the Net Fund Value is allocated to the Brusco Plaintiff Class.

1 B) Individual Settlement Shares for Westar Plaintiff Class Members shall be
2 awarded from the portion of the Net Fund Value allocated to Westar Plaintiff Class Members, and
3 shall be based on the respective number of overtime hours worked by each member of the Westar
4 Plaintiff Class between August 19, 2001 and December 31, 2007. "Overtime hours worked" is
5 defined as the number of hours worked on the projects which define the "Westar Plaintiff Class"
6 above eight hours per day during any of the midnight-to-midnight 24-hour work periods defined
7 by Defendant Westar, as documented by the payroll data possessed by Defendant Westar.
8 Therefore, Individual Settlement Shares will be determined for each member of the Westar
9 Plaintiff Class as follows: Divide the portion of the Net Fund Value allocated to the Westar
10 Plaintiff Class by the total number of overtime hours worked by all members of the Westar
11 Plaintiff Class, then multiply the result by the overtime hours worked by an individual member of
12 the Westar Plaintiff Class to obtain his or her Individual Settlement Share. The minimum
13 Individual Settlement Share and the overtime hours for each member of the Westar Plaintiff Class
14 shall be shown on the Claim Form for each Westar Plaintiff Class Member.

15 C) Individual Settlement Shares for Brusco Plaintiff Class Members shall be
16 awarded from the portion of the Net Fund Value allocated to Brusco Plaintiff Class Members, and
17 shall be based on the respective number of overtime hours worked by each member of the Brusco
18 Plaintiff Class. "Overtime hours worked" is defined as the number of hours worked above eight
19 hours per day during any of the midnight-to-midnight 24-hour work periods defined by Defendant
20 Brusco, for hours worked on the Benicia Bridge project, and as documented by the payroll data
21 possessed by Defendant Brusco. Therefore, Individual Settlement Shares will be determined for
22 each member of the Brusco Plaintiff Class as follows: Divide the portion of the Net Fund Value
23 allocated to the Brusco Plaintiff Class by the total number of overtime hours worked on the
24 Benicia Bridge project by all members of the Brusco Plaintiff Class, then multiply the result by
25 the overtime hours worked by an individual member of the Brusco Plaintiff Class to obtain his or
26 her Individual Settlement Share. The Individual Settlement Share and the overtime hours for each
27 member of the Brusco Plaintiff Class shall be shown on the Claim Form for each Brusco Plaintiff
28 Class Member.

1 D) The formula described in (A), (B) and (C) above was devised as a practical
2 and logistical tool to simplify the claim process. If the total payments exceed the Net Fund Value,
3 then the payments to Class Members who properly and timely submit their Claim Forms (herein
4 “Qualified Claimants”) shall be decreased proportionally. Individual Settlement Shares not
5 claimed shall revert to Defendant Caltrans.

6 E) Defendants Westar and Brusco’s records will be used to establish the
7 number of overtime hours worked by a Qualified Claimant for the purposes of calculating his or
8 her Individual Settlement Share. Defendants’ records in this regard will be reviewed by the
9 Settlement Administrator, as set forth below. Overtime hours will be calculated as a whole
10 number. If for any reason a Qualified Claimant disagrees with the Defendants’ records, the
11 Qualified Claimant can dispute the information presented on the claim form as set forth below.

12 **ALLOCATION AND TAX TREATMENT**

13 42. Except for the attorney’s fees and costs, the Settlement Administrator’s fees, and
14 the enhancement payments made to the Class Representatives, and the twenty percent (20%) of
15 the Individual Settlement Shares treated as interest, the settlement payments are considered wages
16 and shall be subject to the withholding of all applicable local, state and federal taxes. Defendants
17 Westar and Brusco will forward to the Settlement Administrator W-4s then on file for each Class
18 Member covered by this Agreement. The Settlement Administrator shall deduct all applicable
19 taxes from the portion of each Individual Settlement Share treated as wages, and pay the
20 difference, along with the portion treated as interest, to the Class Member. For the percentage of
21 the Individual Settlement Share treated as interest, that amount shall be reported on an IRS 1099
22 form issued by the Settlement Administrator. Amounts owing for employer payroll taxes,
23 including Social Security and Medicare, shall be deducted from the Gross Fund Value. Under no
24 circumstance shall Caltrans be liable for any amounts including payroll taxes beyond the Gross
25 Fund Value described above. The Parties acknowledge that since Caltrans has assumed the total
26 obligation for all back wages, penalties or any other amount which might or could have been
27 owing by Westar or Brusco, neither Westar nor Brusco shall be obligated for any payroll taxes
28 stemming from payments made to the Plaintiff Class.

1 **APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR**

2 43. The Parties have agreed to the appointment of Rosenthal and Associates to perform
3 the duties of a Settlement Administrator for the purposes of issuing Claim Forms, independently
4 reviewing the Claim Forms, locating Class Members, and verifying any amounts due to Qualified
5 Claimants as described in this Settlement Agreement. The Settlement Administrator will report,
6 in summary or narrative form, the substance of its findings to counsel for all Parties. All disputes
7 relating to the Settlement Administrator's ability and need to perform its duties shall be referred to
8 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of
9 this Settlement Agreement, until all payments and obligations contemplated by the Settlement
10 Agreement have been fully carried out.

11 44. Defendants Westar and Brusco will provide to the Settlement Administrator, within
12 seven (7) calendar days of the entry of an Order granting preliminary approval of the Settlement
13 and Class Notice, the following data: (1) last known addresses and telephone numbers of the Class
14 Members, (2) Social security numbers of the Class Members, and (3) data pertaining to the
15 number of overtime hours that each member of the Class Members, as defined in this Settlement
16 Agreement, worked on any of the public works prevailing wage bridge projects described in
17 paragraph 5 during the Plaintiff Class Period (the "Database"). Defendants Westar and Brusco
18 agree to provide the Database in a format reasonably acceptable to the Settlement Administrator.
19 The Settlement Administrator will keep the Database confidential, use it only for the purposes
20 described herein, and return it to Defendants upon distribution of all funds under this Agreement.

21 45. The Settlement Administrator and all parties who have access to or receive
22 personnel information as part of the Claims Process shall maintain the confidentiality of all
23 information provided by Defendants Westar and Brusco, including, but not limited to, Class
24 Members' Social Security numbers.

25 46. Concurrent with submitting the above-referenced data to the Settlement
26 Administrator, Defendants Westar and Brusco shall provide the same data to Class Counsel for
27 review.
28

47. The Class Notice (“Class Notice”), substantially in the form attached as Exhibit B, shall be sent by the Settlement Administrator to the Plaintiff Classes by first class mail within twenty (20) calendar days of the entry of an order granting preliminary approval of this Settlement Agreement, and following notice by Class Counsel to the Settlement Administrator that the Class Notice can be mailed. Mailed with the Class Notice will be a Claim Form and instructions (“Claim Form”), substantially in the form attached as Exhibit C, and including the Individual Settlement Share and the overtime hours worked for each Class Member.

48. For all Class Notices and Claim Forms mailed by the Claims Administrator to members of the Plaintiff Classes which are returned by the U.S. Postal Service due to inaccurate address information, the Claims Administrator will use the appropriate skip tracing and National Change of Address searches to obtain updated address information, and shall then re-mail the Class Notice and Claim Form to the new addresses obtained to attempt to ensure delivery of the Class Notice and Claim Form.

49. Class Counsel shall provide the Court, at least five (5) calendar days prior to the final approval hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice and Claim Form.

CLAIMS PROCESS

50. Absent a showing of good cause, no Claim Form will be honored if sent by facsimile or by registered or certified mail, return receipt requested, more than sixty (60) calendar days after the date mailed to the Plaintiff Class.

51. Members of the Plaintiff Class may opt-out of the Settlement using the process described in the Class Notice. Any such opt-out written statement must be sent by registered or certified mail, return receipt requested, not more than sixty (60) calendar days after the date the Class Notice is initially mailed to the Plaintiff Classes. Requests to opt-out that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. Persons who are eligible to and do submit valid and timely requests to opt-out of the Settlement will not participate in the settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Judgment in this Action. If a member of the

1 Plaintiff Classes files both a Request for opt-out and a Claim Form, the request for opt-out is
2 invalid and the member's Claim Form and release will be valid.

3 52. A member of one or more of the Plaintiff Classes may object to the settlement.
4 Any such objection must be filed with the clerk of the court and served on all counsel by the opt-
5 out period deadline (sixty [60] calendar days after Class Notice is sent). The Parties or any of
6 them may file replies to any objections no later than ten (10) calendar days prior to the final
7 approval hearing.

8 53. All original Claim Forms must be sent via facsimile or by registered or certified
9 mail, return receipt requested, directly to the Settlement Administrator at the facsimile
10 number/address indicated on the Claim Form. The Settlement Administrator will certify jointly to
11 Class Counsel and Defendants' Counsel what claims were timely filed. If a member of one of
12 more of the Plaintiff Classes does not send a Claim Form by either facsimile or by registered or
13 certified mail, return receipt requested, on or before the Claim Deadline, the Individual Settlement
14 Share otherwise payable to said Class Member shall be retained by Defendant Caltrans.

15 54. Upon completion of certifying the claim forms received, the Settlement
16 Administrator will provide Class Counsel and Defendants' counsel with a report listing all the
17 Class Members who filed timely Claim Forms and the respective amount of the Individual
18 Settlement Share to be paid to each Qualified Claimant. After receiving the Settlement
19 Administrator's report, Class Counsel and Defendants' Counsel shall jointly review the same to
20 determine if the calculation of payments to Class Members is consistent with this Settlement.

21 55. In the event a Claim Form is submitted timely but is deficient in one or more
22 aspects, the Settlement Administrator will return the Claim Form to the Class Member with a
23 letter explaining the deficiencies and stating that the Class Member will have ten (10) calendar
24 days from the date of the deficiency notice to correct the deficiencies and resubmit the Claim
25 Form. The envelope containing the resubmitted Claim Form must be sent by facsimile or by
26 registered or certified mail, return receipt requested, within ten (10) calendar days of the date of
27 the deficiency notice to be considered timely unless there is a showing of good cause for
28

1 additional time. No member of one or more of the Plaintiff Classes will be provided a second
2 notice of deficiency.

3 **CLAIM FORM DISPUTE PROCESS**

4 56. The Claim Form will apprise each member of the Plaintiff Classes of the estimated
5 overtime hours he or she worked as a member of the Westar or Brusco Plaintiff Class, the position
6 he or she held for Westar or Brusco, which bridge projects described in paragraph 5 on which he
7 or she worked for Westar or Brusco during the Plaintiff Class Period, and his or her Individual
8 Settlement Share. These calculations shall be based on Defendants' Westar and Brusco databases
9 which were submitted to the Settlement Administrator and to Class Counsel.

10 57. If a member of one or more of the Plaintiff Classes does not wish to challenge the
11 information set forth in the Claim Form, then the member need do nothing except submit the
12 Claim Form in a timely fashion, as directed in the Class Notice, and payment will be made based
13 on Defendants' Westar and Brusco records.

14 58. If a member of one or more of the Plaintiff Classes wishes to challenge the
15 information set forth in the Claim Form, then the member must submit with his or her Claim Form
16 a written, signed challenge under penalty of perjury along with any supporting documents to the
17 Settlement Administrator at the address provided on the Claim Form within thirty (30) calendar
18 days of the date the Claim Form was mailed to the member of the Plaintiff Classes. No dispute
19 will be timely if sent by facsimile or by certified mail, return receipt requested, more than thirty
20 (30) calendar days after the date the Claim Form was mailed to the Plaintiff Classes. Counsel for
21 the Parties may stipulate to a compromise or stipulate to allow the Settlement Administrator to
22 resolve the challenge and make a final and binding determination without hearing or right of
23 appeal. Thereafter, the Settlement Administrator shall inform the member whether his or her
24 dispute was resolved in his or her favor within ten (10) days after the challenge is made.
25 Defendants' Westar and Brusco records shall have a rebuttable presumption of correctness.

26 59. The Class Representatives and Qualified Claimants shall have ninety (90) calendar
27 days after mailing to cash their settlement checks. If any Class Representative or Qualified
28 Claimant does not cash his or her settlement payment check(s) within that ninety-day period, his

1 or her settlement check(s) will be void and a stop payment will be placed on it. In such event
2 those Qualified Claimants will be deemed to have waived irrevocably any right in or claim to a
3 settlement share by the Settlement Agreement shall remain binding upon them. The value of any
4 such uncashed checks will be returned to Defendant Caltrans.

5 **RELEASES**

6 60. Upon the final approval by the Court of this Settlement Agreement, and except as
7 to such rights or claims as may be created by this Settlement Agreement, all members of the
8 Settlement Classes, regardless of whether that member submitted a timely claim, fully release and
9 discharge Defendants and Defendants' present and former parent agency, companies, subsidiaries,
10 shareholders, officers, directors, employees, agents, affiliates, servants, registered representatives,
11 attorneys, insurers, successors and assigns, and each of them, from any and all individual and
12 Class claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses,
13 attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or
14 unknown, that were alleged or that reasonably could have arisen out of the same facts alleged in
15 the Class Action, including, but not limited to any claims under federal and state law for unpaid
16 wages, unpaid overtime, liquidated damages, unlawful deductions from wages, conversion,
17 record-keeping violations, paycheck violations, meal period and rest period violations, and
18 "waiting time" penalties. This Release shall include, without limitation, claims that were raised,
19 or that reasonably could have been raised, under the applicable Wage order and Labor Code
20 sections 201, 202, 203, 212, 226, 226.3, 226.7, 510, 512, 515, 558, 1194, 1198, as well as claims
21 under Business and Professions Code section 17200 et seq., and/or Labor Code section 2698 et
22 seq. based on alleged violations of these Labor Code provisions. All members of the Settlement
23 Classes release any claim under Labor Code section 2699, and covenant that they will not seek to
24 initiate any proceeding seeking penalties under Labor Code section 2699 based upon the Labor
25 Code provisions specified. The Parties stipulate that beyond the Gross Fund Value, Defendants
26 shall not owe any further monies to the Plaintiff Classes or the State of California based upon the
27 claims made in the Class Action.

61. Upon the final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, MM&P shall fully release and discharge Defendants/Appellants Caltrans and Westar, any present and former parent agency, companies, subsidiaries, shareholders, officers, directors, employees, agents, affiliates, servants, registered representatives, attorneys, insurers, successors and assigns, and each of them, from any and all individual and Class claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, that were alleged or that reasonably could have arisen out of the same facts alleged in the Writ Action and Class Action, including, but not limited to any claims under federal and state law for unpaid wages, unpaid overtime, liquidated damages, unlawful deductions from wages, conversion, record-keeping violations, paycheck violations, meal period and rest period violations, and "waiting time" penalties,. MM&P warrants that upon final approval by the Court of this Settlement Agreement, and except as such rights or claims as may be created by this Settlement Agreement, MM&P shall not bring any claims or causes of action or any kind or nature against Defendants/Appellants Westar or Caltrans or any of their any present and former parent agency, companies, subsidiaries, shareholders, officers, directors, employees, agents, affiliates, servants, registered representatives, attorneys, insurers, successors and assigns on behalf of any of its member(s) arising out of the same facts alleged in the Writ Action and Class Action. This Release and Warranty shall include, without limitation, claims that were raised in the Writ Action, or that reasonably could have been raised in the Writ Action and Class Action, under the applicable Wage order and Labor Code sections 201, 202, 203, 212, 226, 226.3, 226.7, 510, 512, 515, 558, 1194, 1198, as well as claims under Business and Professions Code section 17200 et seq., and/or Labor Code section 2698 et seq. based on alleged violations of these Labor Code sections. MM&P agrees that it will not seek expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, that were alleged or that reasonably could have arisen out of the same facts alleged in the Class Action or in the Writ Action. This settlement is conditioned upon the releases and covenants set forth in this paragraph. MM&P, with all other Parties to this Agreement, stipulates that beyond the Gross

1 Fund Value, neither Caltrans nor Westar shall owe any further monies to MM&P based upon the
2 claims made in the Class Action and the Writ Action.

3 62. In order to achieve a full and complete release of all claims arising from or related
4 to the Class Action and the Writ Action, each member of the Settlement Classes, as well as
5 Petitioner MM&P, acknowledges that this Settlement Agreement is intended to include in its
6 effect all claims that were asserted or reasonably could have been asserted in the Writ Action, the
7 Writ Appeals and the Class Action, including any claims that each member of the Settlement
8 Classes does not know or suspect to exist in his or her favor against the Defendants, or any of
9 them, and any claim that MM&P does not know or suspect to exist in its favor against
10 Defendants/Appellants Caltrans and Westar, or either of them. Consequently, with regard to
11 claims that were brought or that reasonably could have arisen out of the same facts alleged in the
12 Class Action, the members of the Settlement Classes and Petitioner MM&P also waive all rights
13 and benefits afforded by Section 1542 of the Civil Code of the State of California, and do so
14 understanding the significance of that waiver. Section 1542 provides:

15 A general release does not extend to claims which the creditor does
16 not know or suspect to exist in his or her favor at the time of
17 executing the release, which if known by him or her must have
materially affected his or her settlement with the debtor.

18 63. Each Class Representative agrees to execute a Separate Confidential Settlement
19 Agreement and General Release.

20 64. The Parties and their counsel represent, covenant, and warrant that they have not
21 directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
22 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
23 action or rights herein released and discharged except as set forth herein.

24 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

25 65. The Parties shall promptly submit this Settlement Agreement to the Alameda
26 County Superior Court and file a Motion for Preliminary Approval for determination by the Court
27 of its fairness, adequacy, and reasonableness and apply for the entry of a preliminary order
28 substantially in the following form:

- 1 A) Scheduling a fairness hearing on the question of whether the proposed
2 settlement should be finally approved as fair, reasonable and adequate as to the Plaintiff Classes;
3 B) Approving as to form and content the proposed Class Notice, and Claim
4 Form;
5 C) Reviewing the data supplied by Defendants Westar and Brusco to approve
6 both the individuals who qualify to be included in the Plaintiff Classes; and the amount of
7 overtime hours listed by Defendants Westar and Brusco for each individual;
8 D) Directing the mailing of the Class Notice, Claim Form, and instructions by
9 first class mail to the Plaintiff Classes;
10 E) Preliminarily approving this Settlement Agreement; and
11 F) Preliminarily certifying the Plaintiff Classes for purposes of settlement.

12 66. Caltrans and Westar shall timely file with the Court of Appeals the appropriate
13 request(s) and/or motion(s) to stay the Writ Appeals and/or to extend the time to file briefs in
14 support of and opposition to the Writ Appeals until such time as the Parties have obtained final
15 approval of the Settlement Agreement from the Alameda Superior Court. Caltrans and Westar
16 shall request all stays and/or extensions of time from the Court of Appeals required so as to delay
17 briefing on the Writ Appeals unless and until the parties to the Class Action have exhausted the
18 process for obtaining preliminary and final approval of the Class Action settlement from the
19 Alameda Superior Court. MM&P and Class Counsel shall cooperate with Caltrans and Westar in
20 seeking such a stay(s) and/or extension(s) of time, as appropriate. In no event shall Caltrans or
21 Westar file or cause to be filed an opening brief(s) in the Court of Appeals in either or both of the
22 Writ Appeals.

23
24 **DUTIES OF THE PARTIES AND THE SETTLEMENT ADMINISTRATOR**
25 **FOLLOWING FINAL COURT APPROVAL**

26 67. Following final approval by the Court of this Settlement Agreement, Class Counsel
27 will submit a proposed final order and judgment:

- 28 A) Approving the Settlement Agreement, adjudging the terms thereof to be
fair, reasonable and adequate, and directing consummation of its terms and provisions.

1 B) Approving and awarding, pursuant to the Court’s award of fees and costs,
2 Class Counsel fees up to one million, four hundred thirty-two thousand, two-hundred seventy-
3 eight dollars and ten cents (\$1,432,278.10) and costs up to five thousand, five hundred twenty six
4 dollars and eight-five cents (\$5,526.85); settlement administration costs of up to thirty-five
5 thousand dollars (\$35,000.00), and enhancement payments of up to one hundred twenty thousand
6 dollars (\$120,000.00) (or \$15,000.00 per named Plaintiff).

7 C) Dismissing the Class Action on the merits and with prejudice so as to
8 permanently bar all members of the Settlement Classes from prosecuting any of the claims
9 released in paragraphs 60 through 64, above against Defendants and their present and former
10 parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants,
11 registered representatives, attorneys, insurers, affiliates and successors and assigns.

12 D) Requiring the Settlement Administrator to issue required payments from the
13 Gross Fund Value as needed to complete the events which make this Settlement Agreement final
14 and effective, consisting of payment to Class Counsel for litigation costs, as specified in this
15 Settlement Agreement; payment to Class Counsel for attorneys’ fees, as specified in this
16 Settlement Agreement and as approved by the Court, payment to the Settlement Administrator for
17 its services, as specified in this Settlement Agreement; and payment to each of the eight named
18 Plaintiffs of the enhancement payments for their services as Class Representatives, as specified in
19 this Settlement Agreement and as approved by the Court. The Settlement Administrator will then
20 issue payment of the Individual Settlement Shares from the Net Fund Value to each member of the
21 Plaintiff Classes who timely and properly returned a Claim Form pursuant to the process specified
22 in this Settlement Agreement.

23 **VOIDING THE SETTLEMENT AGREEMENT**

24 68. If the Court does not approve any material condition of this Settlement Agreement
25 or effects a fundamental change of the Parties’ Settlement, the entire Settlement Agreement is
26 voidable upon notice by any Party to the other Parties if such notice is given before the final
27 approval hearing.

69. If one percent (1%) or more of Westar employees who are members of the Westar Plaintiff Class opt out of the Settlement Agreement and/or if three percent (3%) of Brusco's employees who are members of the Brusco Plaintiff Class opt out of the Settlement, then Defendant Caltrans may withdraw from and void this Settlement Agreement by providing notice to the other Parties and to the Court within seven (7) calendar days after the Settlement Administrator provides the parties with a list of all Class Members who have opted out of the settlement.

70. The Parties agree not to encourage any member or group of the Plaintiff Classes to opt out of the settlement. Class Counsel, MM&P Counsel, and MM&P agree to recommend acceptance of the settlement to Class Members.

PARTIES' AUTHORITY

71. The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions.

MUTUAL FULL COOPERATION

72. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants' Counsel and MM&P, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

NO ADMISSION OF LIABILITY

73. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant risk, inconvenience and expense. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of

1 Defendants. This Settlement Agreement is a settlement document and shall, pursuant to
2 California Evidence Code Section 1152, be inadmissible in evidence in any proceeding. The
3 preceding sentence shall not apply to an action or proceeding to approve, interpret, or enforce this
4 Settlement Agreement.

5 **ENFORCEMENT OF THE SETTLEMENT AGREEMENT**

6 74. In the event that one or more of the Parties to this Settlement Agreement institutes
7 any legal action, arbitration, or other proceeding against any other party or Parties to enforce the
8 provisions of this Settlement Agreement or to declare rights and/or obligations under this
9 Settlement Agreement, the successful party or parties shall be entitled to recover from the
10 unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees
11 incurred in connection with any enforcement actions.

12 **NOTICES**

13 75. Unless otherwise specifically provided, all notices, demands or other
14 communications in connection with this Settlement Agreement shall be: (1) in writing; (2) deemed
15 given on the third business day after mailing; and (3) sent via United States registered or certified
16 mail, return receipt requested, addressed as follows:

17 To the Class Members:

18 Gary G. Goyette, Esq.
19 GOYETTE & ASSOCIATES
11344 Coloma Road, Ste. 145
20 Gold River, CA 95670
phone: (916)851-1900 fax: 916/851-1995

21 To Petitioner MM&P:

22 Eleanor Morton, Esq.
23 LEONARD CARDER, LLP
1188 Franklin Street, Suite 201
24 San Francisco, CA 94109
phone: (415) 771-6400 fax: (415) 771-7010

To Defendants/Appellants:

Marc D. Roberts, Esq.
Lucien Van Hulle, Esq.
MARC D. ROBERTS & ASSOCIATES
41-750 Rancho Las Palmas Dr., Ste. #N3
Rancho Mirage, CA 92270
phone: (760) 346-1828 Fax: (760)346-8716
Attorneys for Defendant Cross Link, Inc. dba Westar Marine Services

Cheryl Pirtle, Esq.
DEPARTMENT OF TRANSPORTATION
1120 N Street (MS 57)
P.O. Box 1438
Sacramento, CA 95812-1438
phone: (916) 654-2630 Fax: (916)654-6128
Attorney for California Department of Transportation

Barbara J. Wills, Esq.
DEPARTMENT OF TRANSPORTATION
595 Market St., Ste. 1700
P.O. Box 7444
San Francisco, CA 94120-7444
phone: (415) 904-5700 fax: (415)904-2333
Attorney for California Department of Transportation

Kent Jonas, Esq.
THELEN REID BROWN RAYSMAN & STEINER LLP
101 Second Street, Ste. 1800
San Francisco, CA 94105-3601
phone: (415) 371-1200 fax: (415) 371-1211
Attorney for Brusco Tug and Barge

CONSTRUCTION AND INTERPRETATION

76. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

77. Paragraph titles are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

78. This Agreement shall be subject to and governed by the laws of the State of California and subject to the continuing jurisdiction of the Alameda County Superior Court, State of California.

1 **MODIFICATION**

2 79. This Settlement Agreement may not be changed, altered, or modified, except in
3 writing and signed by counsel for the Parties, and approved by the Court. This Settlement
4 Agreement may not be discharged except by performance in accordance with its terms or by a
5 writing signed by counsel for all the Parties.

6 **INTEGRATION CLAUSE**

7 80. This Settlement Agreement contains the entire agreement among the Parties
8 relating to any and all matters addressed in the Settlement Agreement (including settlement of the
9 Class Action and the Writ Action), and all prior or contemporaneous agreements, understandings,
10 representations, and statements, whether oral or written and whether by a party or such party's
11 legal counsel, with respect to such matters are extinguished. No rights hereunder may be waived
12 or modified except in a writing signed by all Parties.

13 **BINDING ON ASSIGNS**

14 81. This Settlement Agreement shall be binding upon and inure to the benefit of the
15 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

16 **CLASS COUNSEL SIGNATORIES**

17 82. It is agreed that it is impossible or impractical to have each member of the Class
18 execute this Settlement Agreement. The Notice will advise all Class Members of the binding
19 nature of the release and such shall have the same force and effect as if each member of the Class
20 executed this Settlement Agreement.

21 **COUNTERPARTS**

22 83. This Settlement Agreement may be executed in counterparts, and when each party
23 has signed and delivered at least one such counterpart, each counterpart shall be deemed an
24 original, and, when taken together with other signed counterparts, shall constitute one Settlement
25 Agreement, which shall be binding upon and effective as to all Parties.

26 **IT IS SO AGREED:**
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PLAINTIFF/CLASS REPRESENTATIVES

Dated: _____, 2007	By: _____ DENNIS BOOTH, Class Representative
Dated: _____, 2007	By: _____ DANIEL CORDOVA, Class Representative
Dated: _____, 2007	By: _____ TOM ELLIOTT, Class Representative
Dated: _____, 2007	By: _____ PATRICK HARRIS, Class Representative
Dated: _____, 2007	By: _____ JOHN HUGHES, Class Representative
Dated: _____, 2007	By: _____ WOLFE MCGILL, Class Representative
Dated: _____, 2007	By: _____ JOSHUA MENCHACA, Class Representative
Dated: _____, 2007	By: _____ REGINALD TIMS, Class Representative

PETITIONER MM&P

Dated: _____, 2007	By: _____ MM&P
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DEFENDANTS

Dated: _____, 2007	_____ Tony Anziano, Toll Bridge Manager, Construction Projects, Caltrans
Dated: _____, 2007	_____ Mary McMillan, President, Cross Link, Inc., dba Westar Marine Services

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Dated: _____, 2007 _____
for Brusco Tug & Barge, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2007 GOYETTE & ASSOCIATES, INC.

By: _____
Gary G. Goyette
Attorneys for Plaintiff

Dated: _____, 2007 LEONARD CARDER LLP

By: _____
Eleanor Morton
Attorneys for Petitioner, MM&P

Dated: _____, 2007 DEPARTMENT OF TRANSPORTATION

By: _____
Cheryl Pirtle
Attorneys for California Department of
Transportation

Dated: _____, 2007 MARC D. ROBERTS & ASSOCIATES

By: _____
Marc D. Roberts
Attorneys for Cross Link, Inc.,
dba Westar Marine Services

Dated: _____, 2007 THELEN REID BROWN RAYSMAN
& STEINER LLP

By: _____
Kent Jonas
Attorneys for Brusco Tug & Barge

**ITEM 5: SAN FRANCISCO-OAKLAND BAY
BRIDGE UPDATES**

- a. Construction Update
(verbal)

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Tony Anziano, Toll Bridge Program Manager, Caltrans

RE: Agenda No. - 5a

Item- San Francisco-Oakland Bay Bridge Updates
Construction Update

RECOMMENDATION:

For Information Only

DISCUSSION:

A construction update on the YBI, SAS and OTD Projects will be provided at the meeting.

Attachment(s):

N/A

**ITEM 5: SAN FRANCISCO-OAKLAND BAY
BRIDGE UPDATES**

- b. Project-Specific Insurance
(verbal)

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Tony Anziano, Toll Bridge Program Manager, Caltrans

RE: Agenda No. - 5b

Item- San Francisco-Oakland Bay Bridge Updates
Project-Specific Insurance

RECOMMENDATION:

For Information Only

DISCUSSION:

The current status of the project-specific professional liability insurance policy procured for the SFOBB East Span Seismic Project (ESSSP) will be provided at the meeting.

Attachment(s):

N/A

**ITEM 5: SAN FRANCISCO-OAKLAND BAY
BRIDGE UPDATES**

c. Jones Act

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Tony Anziano, Toll Bridge Program Manager, Caltrans

RE: Agenda No. - 5c

Item- San Francisco-Oakland Bay Bridge

Jones Act

Recommendation:

For Information Only

Cost:

Potentially significant

Schedule Impacts:

Potentially significant

Discussion:

The PMT has continued to pursue options to address the Jones Act issue. Identified options to date include the following:

- 1 – Request administrative waiver directed by the U.S. Department of Defense (DOD);
- 2 – Apply for administrative waiver issued by the U.S. Customs Service;
- 3 – Request legislative waiver (Congress);
- 4 – Pursue administrative appeal/lawsuit challenging U.S. Coast Guard determination;
- 5 – Direct American Bridge/Fluor (ABF) to use current barge crane at risk;
- 6 – Explore transfer of ownership of barge as a means of addressing U.S. Coast Guard ruling; and
- 7 – Develop new barge.

Currently, options 1 (DOD waiver) and 4 (administrative appeal) are active. A draft letter has been developed requesting that the Department of Defense direct the issuance of an administrative Jones Act waiver. This option had been jointly recommended in late August 2007 by the three Federal agencies with jurisdiction over the Jones Act (Coast Guard, Customs Service and Maritime Administration). ABF is concurrently challenging the Coast Guard determination that the ABF crane barge fails to meet the

Memorandum

United States build and assembly requirements of the Jones Act. This challenge is currently under administrative review at the Coast Guard and ABF intends to file a lawsuit challenging the ruling if it is administratively upheld.

After the initial recommendation made by the Federal agencies, the Maritime Administration (MarAd) began to direct the Department and ABF to consider the use of existing barges owned by Crowley Maritime (Crowley). MarAd indicated that it would take steps to delay consideration of any DOD waiver until Crowley barges were considered. ABF had analyzed the possible use of an alternate barge and had concluded that the time required for survey, design, and modification of the barge (any existing barge would require extensive modification to receive ABF's shear leg crane) would result in significant delay to the SAS project in the order of one year.

Recently, MarAd took this one step further and indicated that the Department and American Bridge/Fluor (ABF) would be required to meet in person with Crowley to discuss possible use of a particular alternate barge (the Crowley L-400 barge). MarAd stated that this would be the last step required by MarAd of the Department and ABF prior to the submission of the DOD waiver request. MarAd did not indicate that they would support the waiver – they merely indicated that they would remove their objections to having the waiver process move forward. The Department requested that MarAd take the lead and set up the required meeting.

The meeting occurred on November 30, 2007. There were a large number of attendees at the meeting, including the PMT, Mike Flowers and Tim Rutten from ABF, Eric Swedlund from Governor Schwarzenegger's office, Simon Limage from Congresswoman Ellen Tauscher's office, Tom Bulger from BATA, Christopher Lawson from FHWA, senior management from MarAd and senior management from Crowley. Crowley also had their attorney present. Prior to the meeting, ABF commissioned and received an independent analysis of the Crowley L-400 barge confirming that the time required for modification of the barge would result in at least one year of delay to the SAS project. The meeting concluded with a commitment by Crowley to review the independent analysis and meet with ABF's marine engineers within the following week to discuss the analysis. MarAd will be advised of the outcome. MarAd also intends to contact the Coast Guard to discuss the status of ABF's appeal. MarAd stated that they understood the urgency associated with this matter and will promptly "proceed to the next step" based on the results of the ABF/Crowley discussion and the information received from the Coast Guard.

Construction of the ABF barge is almost complete, with completion scheduled for February 2008. It will then be sent to China for installation of the shear leg crane. It is

Memorandum

scheduled to be available for service at the SAS project site in October/November 2008. Submission of the waiver request should occur within the next week. It is clear that significant political support will be a critical factor in moving the waiver request forward. Given the upcoming holidays, this at least will establish a schedule that could allow for the issuance of a waiver prior to the completion of the ABF barge.

The PMT will continue to evaluate options. There has been some confusion regarding the risks associated with options 1 (DOD waiver) and 4 (appeal). In particular, it has been suggested that the appeal be allowed to reach an end before any further pursuit of the DOD waiver, as the appeal may be successful and this will avoid the controversy potentially associated with the DOD waiver. However, and even though both are being pursued concurrently, the appeal presents a high risk as it represents a threat to the Jones Act industry as a successful appeal with create further “loopholes” in the Jones Act. A successful appeal at the administrative level is likely to be challenged in court by the Jones Act industry and could become mired in legal proceedings for a lengthy period. If ABF’s appeal is unsuccessful and ABF challenges this in court, the Jones Act industry is likely to intervene in the proceeding to protect its interest, again leading to lengthy delay. The waiver should be much less of a threat to the Jones Act industry as it has one-time application (the East Span project only). Issues associated with other options are as follows:

- Option 2 (Apply for administrative waiver issued by the U.S. Customs Service) – Could avoid project delay, but unlikely to be successful if the DOD waiver is unsuccessful as the standard of review for the application is the same;
- Option 3 (Request legislative waiver) – Could avoid project delay, may be difficult in light of prior “Buy America” controversy associated with East Span project, if unsuccessful it will make option 5 very problematic as option 5 may be perceived as an insult to Congress;
- Option 5 (Direct American Bridge/Fluor (ABF) to use current barge crane at risk) – Could avoid project delay, could expose Toll Program to monetary penalty although Customs Service has the option to decline enforcement, no apparent right for Customs service or third parties to see injunctive relief to prevent barge use;
- Option 6 (Explore transfer of ownership of barge as a means of addressing U.S. Coast Guard ruling) – still under review; and
- Option 7 (Develop new barge) – will result significant project delay and significant additional costs.

Attachment: N/A

**ITEM 5: SAN FRANCISCO-OAKLAND BAY
BRIDGE UPDATES**

d. USI Claims Analysis: Authority to
Negotiate

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Tony Anziano, Toll Bridge Program Manager, Caltrans

RE: Agenda No. - 5d

Item- San Francisco-Oakland Bay Bridge

USI Claims Settlement, Authority to Negotiate

Recommendation:

APPROVAL

Cost:

\$20,000,000 – within current budget

Schedule Impacts:

N/A

Discussion:

Universal Structures, Incorporated (USI) was a steel fabricator headquartered in Vancouver, Washington. USI performed a wide variety of steel fabrication, including steel bridge fabrication. In the early 1990s, USI fabricated the steel deck for the “Horseshoe Ramp” that connects the westbound Interstate 80 near the San Francisco-Oakland Bay Bridge Toll Plaza to I-880 southbound via the West Grand connector. This was part of the Cypress Replacement project.

USI was a subcontractor to KFM for the East Span Skyway contract and the E2-T1 contract. USI was originally subcontracted to fabricate the two-steel transition decks (the steel “tubs”) at the west end of the Skyway and the footing boxes for the E2 and T1 tower foundations. USI also had plans to be involved in the SAS and was a member of the four-firm consortium, Bay Bridge Fabricators, LLC, formed to capture fabrication of the SAS deck and tower. Bay Bridge Fabricators has been at the center of the ongoing “Buy America” discussion in Congress that has focused on the SAS contract.

USI’s subcontract for fabrication of the two-steel decks was in the amount of \$15,596,816. USI estimated that it would require 111,400 man hours to complete the work. Work on the two-steel decks began in September 2003.

The Department's oversight at USI was limited to consultant oversight due to a moratorium on out-of-state travel imposed by the Governor Davis. This consultant oversight was provided by a materials inspection consultant.

Fabrication problems arose almost immediately, stemming from significant differences between USI and the Department in the interpretation of key welding specifications. Fabrication activities would be held up while these differences were discussed. In many cases, these disputes languished, taking up to a year to reach a Dispute Resolution Board (DRB). The number of disputes grew, the fabrication process became extremely inefficient, and USI began to become strained financially.

A total of 15 Notices of Potential Claim (NOPC) were filed by USI. Of these, 2 were withdrawn and 1 was found to be merited by the Department. The remaining 12 were submitted to the three-member DRB. The DRB ruled in favor of USI in all submitted NOPCs. 10 of the rulings were unanimous and the remaining 2 rulings were 2-1 in favor of USI. The most significant NOPC, NOPC 15 (actually only the second NOPC filed by USI), involved a dispute over the method of measuring the depth of a key weld, the rib stiffener to top deck weld. The critical nature of this weld, the time taken to resolve the dispute, and the impact of the dispute of USI's planned means and methods all combined to start a steep downhill trend in the overall fabrication effort.

USI's financial difficulties eventually led to KFM's utilization of provisions in its subcontract to assume management control over USI's operations. Fabrication of the steel deck sections was completed in August 2006, one year later than planned, under KFM management. The E2-T1 work originally placed with USI was distributed to Oregon Iron Works and Kiewit Offshore Services for completion. At this time USI is no longer a going business concern. It is not in bankruptcy, but most of its assets have been liquidated.

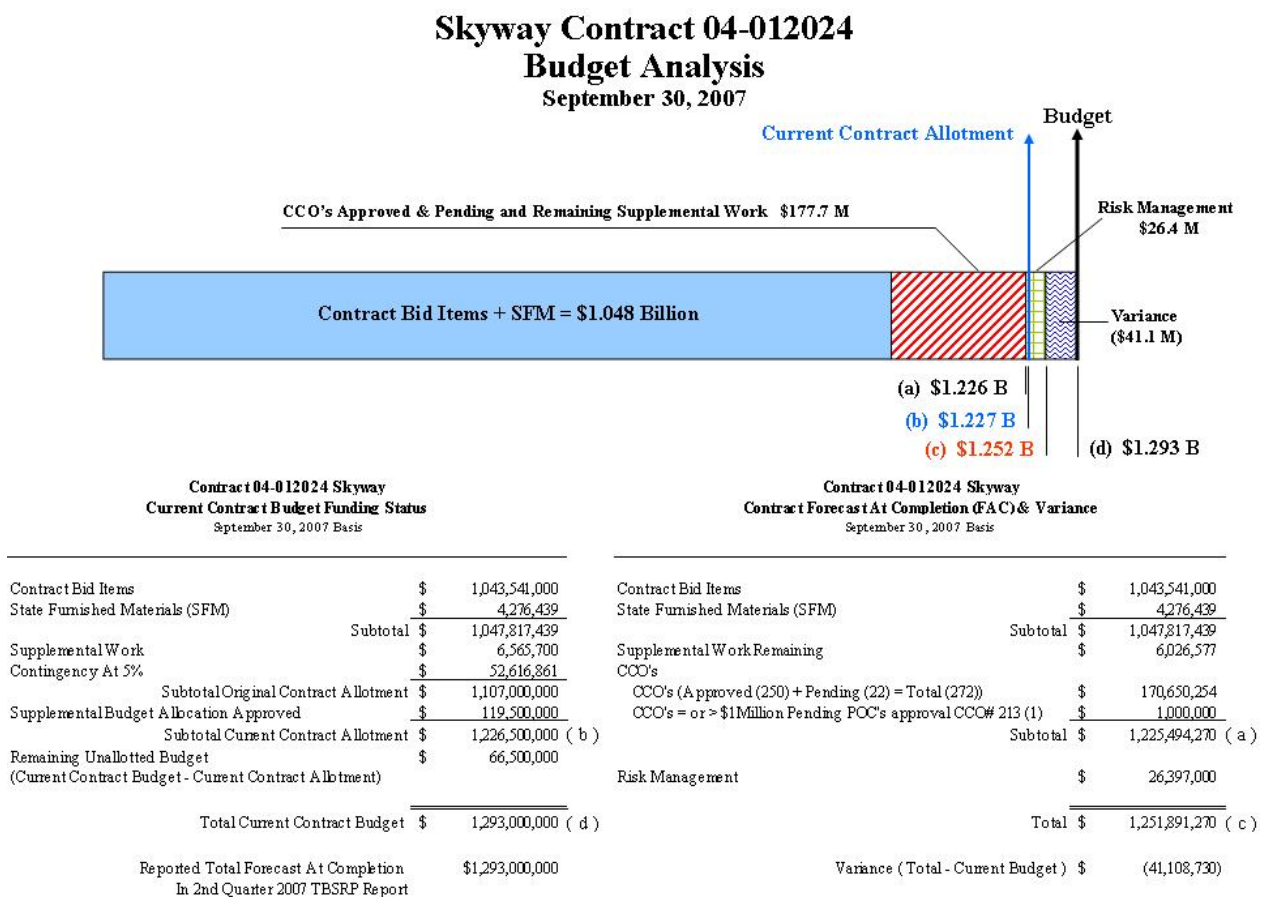
KFM's stated value for this claim is \$38,000,000. The Department has audited USI records and has confirmed that USI actually utilized 414,915 man hours for the Skyway work, 372% above the man hours originally estimated. This very large overrun in man hours is generally consistent with the fabrication delays and problems associated with the ongoing specification disputes that occurred throughout the work. It is also generally consistent with the range of value for the claim established by the Department and BAMC.

The Department's analysis of the audit results indicates that the USI claim has a value of between \$14,600,000 and \$23,900,000. BAMC has performed an independent estimate of

the claim and has established a range of value between \$15,800,000 and \$21,400,000. This claim is listed in the Risk Management Plan and the Skyway Risk Register states a range of risk between \$8,000,000 and \$34,000,000. A verbal analysis of exposure will be presented at the upcoming TBPOC meeting.

This claim was specifically excluded from the last major settlement of KFM Skyway claims due to the lack of a complete audit at that time.

Authority to negotiate a settlement of this claim is being requested in an amount not to exceed \$20,000,000. This is within the current budget and is included in the green risk management cost in the 3rd Quarter Budget Balance Beam below.



Attachment: N/A

**ITEM 5: SAN FRANCISCO-OAKLAND BAY
BRIDGE UPDATES**

e. West Approach Budget Adjustment

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Tony Anziano, Toll Bridge Program Manager, Caltrans

RE: Agenda No. - 5e

Item- San Francisco-Oakland Bay Bridge

West Approach Budget Adjustment

Recommendation:

For Information Only

Cost:

N/A

Schedule Impacts:

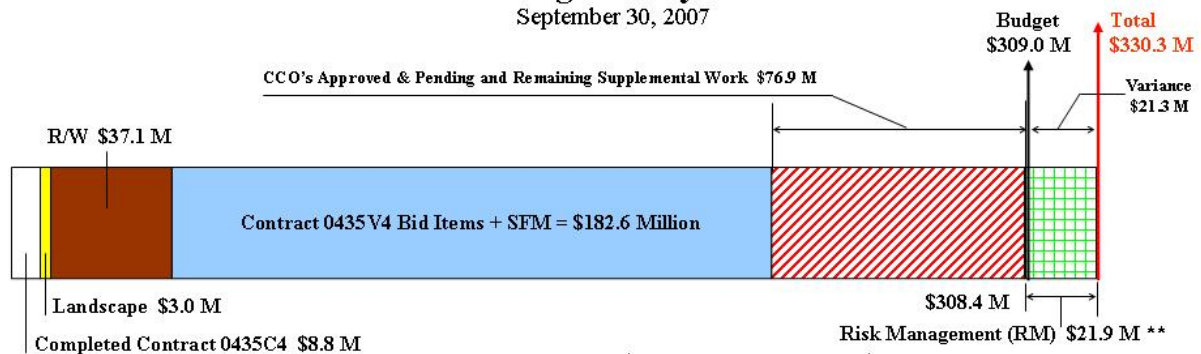
N/A

Discussion:

As discussed at prior TBPOC meetings, a temporary budget increase will eventually be required for the West Approach project. This increase will be presented to the TBPOC during the 1st Quarter of 2008. However, the proceeds from the sale of excess property at the conclusion of the project will offset this increase, and the final capital cost for the West Approach project should be very close to the current budget. The current budget is \$309 million, including \$37 million in expenditures for right of way. The upcoming budget increase is likely to be in the range of \$15-\$20 million (currently shown in the 3rd Quarter Budget Balance Beam below as part of the \$21.9 million in risk management dollars), temporarily increasing the capital budget to approximately \$324-329 million. Some of the acquired right of way will become excess at the conclusion of the project, and the estimated value of this excess is \$18 million. With the value of the sale of excess credited back to the project, the final capital cost for the West Approach project should be approximately \$306-311 million.

**SFOBB West Approach
Budget Analysis**

September 30, 2007



** RM \$21.9 million does not account for \$18 million in opportunities from excess R/W sales.

**Contract 04-0435V4 & 0435C4 SFOBB West Approach
Current Contract Budget Funding Status**
September 30, 2007 Basis

Contract 0435V4 Contract Items	\$	177,878,840
State Furnished Materials (SFM)	\$	6,001,200
Subtotal	\$	183,880,040
Supplemental Work	\$	20,828,430
Contingency @ 4.9%	\$	9,931,530
Subtotal Original Contract Allotment	\$	214,640,000
Supplemental Budget Allocation Approved	\$	45,460,000
Pending Supplemental Fund Request Approval	\$	-
Total Current Contract Allotment 0435V4	\$	260,100,000
Remaining Unallotted Budget	\$	-
West Approach Right of Way (R/W)	\$	37,141,000
West Approach Landscape	\$	3,000,000
Completed Contract 0435C4	\$	8,759,000
Total Current West Approach Contract Budget	\$	309,000,000
Reported Total Forecast At Completion In 2nd Quarter 2007 TBSRP Report	\$	309,000,000

**Contract 04-0435V4 & 0435C4 SFOBB West Approach
Contract Forecast At Completion (FAC) & Variance**
September 30, 2007 Basis

Contract 0435V4 Contract Items	\$	177,878,840
State Furnished Materials (SFM)	\$	4,751,200
Subtotal	\$	182,630,040
Supplemental Work Remaining	\$	1,251,678
CCO's		
CCO's (Approved (247) + Pending (38) = Total (285))	\$	75,584,589
CCO's = or > \$1 Million Pending (0)	\$	-
CCO# Pending POC's approval (0)	\$	-
Total Ongoing Contract 0435V4	\$	259,466,307
Risk Management	\$	21,892,000
West Approach Right of Way (R/W)	\$	37,141,000
West Approach Landscape	\$	3,000,000
Completed Contract 0435C4	\$	8,759,000
Total	\$	330,258,307
Variance (Total - Current Budget)	\$	21,258,307

Confidential Draft – For Deliberative Purpose Only

Attachment:

N/A

ITEM 6: NEW BENICIA-MARTINEZ BRIDGE

- a. Project Allocation and Update

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** December 6, 2007

FR: Peter Lee – Senior Transportation Engineer, BATA

RE: Agenda No. - 6a
Item- New Benicia-Martinez Bridge
Project Allocation and Update

Recommendation:

The PMT recommends that the TBPOC take the following actions:

1. Transfer \$4.4 million to the I-680/I-780 Interchange contract in available contract contingencies from the New Bridge and Marina Vista Interchange contracts.
2. Approve contract close-out CCO's on the I-680/I-780 Interchange contract as noted in attached "Request for Supplement Funds".
3. Transfer \$2.1 million to the Landscaping contract in available contract contingency from the Marina Vista Interchange contract.

Cost Impacts:

The TBPOC is requested to transfer available contract level contingency funds between existing contracts to fund final contract close-out costs. There is no net change to the current project budget or project contingency levels.

Schedule Impacts:

None.

Discussion:

Work on the New Bridge, Toll Plaza, and Marina Vista Interchange contracts have been completed and accepted by Caltrans. On the I-680/I-780 Interchange contract, final electrical connections are being made across the bridge as planned with contract completion scheduled for the end of the year. The Existing Bridge Modification contract has been awarded and is now mobilizing to start work. The BASE Security Camera Installation contract is scheduled to be advertised by January 2008, after its TBPOC approval in October. The last major contract will be a Landscaping contract to be advertised in April 2009.

While no major additional claims are expected on the New Bridge contract, the department has received and anticipates some major close-out CCO's, claims, and overruns on the Toll Plaza and I-680/I-780 Interchange contracts. In general, the outstanding CCO's and claims relate to cost escalations due to the delayed opening of the new bridge, resolution of electrical design and installation issues, and overruns in state-furnish materials, like COZEEP and RR flagging. Most of the CCO's and claims will not exceed \$1 million and will not require direct TBPOC approval. A Department "Request for Supplemental Funds" is attached that details many of the outstanding issues on the I-680/I-780 Interchange contract.

On the Landscaping contract, the Department initially requested a revised capital budget of \$4.5 million for the work. BATA has requested a \$1 million reduction in scope of the project to \$3.5 million to maintain the existing project contingency balance. The Department is just starting design on the contract with an advertisement date scheduled for April 2009. While the Department has agreed to design a less costly project, pressures from external agencies, i.e. the City of Benicia, may push for an enhanced project. The Department and BATA recommend that if additional funds become available, the landscaping budget be revisited by the TBPOC.

A risk management review of the project has identified \$6.4 million in construction risk, including \$4.0 million to potentially settle the Bar Pilots' claim, and \$5.0 million in support risk, primarily for potential delays during construction of the existing bridge modification contract. Even after accounting for these risks, there is \$22.0 million in unencumbered project contingency along with \$11.0 million in additional budget capacity on the existing bridge modification contract due to the low bid.

Given available contract contingency funds, no net additional funds will be needed to fund the contract close-outs and a \$3.5 million Landscaping contract. The PMT is requesting the transfer of available contract contingency funds from the New Bridge and Marina Vista Interchange contracts to the I-680/I-780 Interchange and Landscaping contracts to cover the close-out expenses and the revised contract budget. Table 1, below, details the transfers. Also, Attachments 1 and 2 to the memo detail the overall contract budgets and available funding.

Table 1 – Contract Status and Proposed Budget Adjustments

Major Contracts	Status	Proposed Contract Budget Adjustments (\$ M)
New Bridge (04-006034)	Contract has been accepted. No major claims expected to close out contract.	-3.3
New Toll Plaza (04-006044)	Contract has been accepted. Outstanding claims will likely utilize all remaining budget.	-
Marina Vista Interchange (04-006054)	Contract has been accepted. Claims have been resolved.	-3.2
I-680/I-780 Interchange (04-006064)	Contract is finalizing new bridge electrical systems and will be completed in December 2008. Claims are anticipated and will require additional allocation of funds.	+4.4
Modify Existing Bridge (04-0060A4)	Contract was awarded on November 21, 2007.	-
Replacement Planting (04-0060C4)	Revised estimate required	-2.1
BASE Cameras (04-4A7404)	Contract to be advertised in January 2008	-
	Total of Proposed Contract Budget Adjustments	0

Attachments:

Request for Supplemental Funds

Attachment 1 - Detailed Contract New Benicia-Martinez Bridge Contract Breakdown

Attachment 2 - New Benicia-Martinez Bridge Budget and Forecast Breakdown

MEMORANDUM

To: MOSHEN PAZOOKI
Project Manager
Benicia Martinez Toll Program

Date: November 13, 2007

File: 04-006064
04.CC, SOL. 680, 780-39.4/41.0
(680), L00/R 1.3(680), 1.1/2.3(780)
ACIM-680-1 (054) 56
2007 / 2008 FY

From: Martin Mercado
Resident Engineer, 680/ 780 Interchange Project

Subject: REQUEST FOR SUPPLEMENTAL FUNDS

It is requested that an additional **\$4,400,000** be allocated to the 04-006064 project.

PROJECT DESCRIPTION:

This contract will reconstruct the I-680/I-780 connection Interchange in Solano and Contra Costa Counties in the cities of Benicia and Martinez on Route 680 from Mococo Overhead to Bayshore Road and on Route 780 from Route 680 to East Fifth Street.

This contract was awarded on December 20, 2001 and was approved on January 08, 2002. The original contract allotment, including Contract Items, Supplemental Funds, Contingency Funds and State Furnished Materials was **\$74,200,400.00**.

Subsequently, the contract's funding allotment has been revised to **\$98,678,600.00** for Contract Items, Supplemental Funds, Contingency Funds and State Furnished Materials.

FINANCIAL STATUS OF PROJECT

	<u>Present Allotment</u>	<u>Estimate Final Expenditures</u>	<u>Difference</u>
Contract Items	\$ 64,416,704	\$ 64,416,704	\$ 0
Supplemental Work	\$ 1,855,000	\$ 1,855,000	\$ 0
Contingency Fund	\$ 29,807,221	\$ 31,160,624	\$ 1,353,403
Replenish Contingency Fund	\$ 0	\$ 133,000	\$ 133,000
Risk Management	\$ 0	\$ 900,000	\$ 900,000
State Furnished Material & Expenses	<u>\$ 2,599,675</u>	<u>\$ 4,599,675</u>	<u>\$ 2,000,000</u>
Totals	\$ 98,678,600	\$ 103,065,003	\$ 4,386,403
Estimated Deficit			\$ 4,400,000

Risk Management \$900,000.00
% Work completed is 99 %
% Total allotment expended is 99 %
% Time elapsed 99%

OVERRUN EXPLANATION:

Additional funds are necessary due to the following unanticipated contract changes and overrun of state furnished materials allotments as described below:

1. *Approved Contract Change Orders (since last request)- Total \$4,535,013*

The previous funds request resulted in an increase of the contingency fund of \$5,332,000.00. Since the last funds request, there were 4 Contract Change Orders and 1 supplement over the amount of \$200,000 approved for a total of \$2,829,202.12. In addition, there were 10 Contract Change Orders and 6 supplements under the amount of \$200,000 approved for a total of \$1,705,810.96. The total amount of approved change order since the last request is \$4,535,013.

To date, the project has a total of 154 approved change orders and 29 supplements with a total authorized amount of \$ 29,840,931.02. Summaries of the major change orders executed since the last funds request are as follows.

Contract Change Orders over \$200,000 - Total \$2,829,202.12

Contract Change Order No. 91 “Bent 20 CRIP” (\$355,000)

The Contractor proposed a cost reduction incentive proposal for the construction of Br 23-0215R Bent 20 in a revised location. As a result of the relocation of Bent 20, additional changes were generated that made for a more simplified and cost effective construction of the bridges involved. The following are the additional changes: construction of revised link beam, hinge detail and superstructure profile; elimination of RW NB20; and construction of Br. No. 23-0212G and Br. No. 23-0215R Bent 20 CIDH pile shrouds.

Contract Change Order No. 97 “Bridge 212 & 215 FW Design revisions” \$ 402,000

At both Br. No. 23-0212G and Br. No. 23-0215R, revised hinge loads were provided (8/22/05) after the contractor had completed the FW and trestle design (approved 8/12/05). Due to the past incidents in the area where excessive wind loads cause local falsework/form work failures, the Engineer found it prudent to increase the lateral design loads from 2% to 5% DL. In addition, the construction of the end of the bridge in coordination with the adjacent contract, the Contractor was restricted such that there could be no falsework beyond the Contract Limit. With these various design load revisions and constraints, the falsework design was revised and submitted. The revised design required larger piles than anticipated by the Contractor's originally submitted approved falsework plan. The piles required a capacity that required dynamic analysis to validate that capacity. In addition, in some locations, the Contractor's revised design required double tiered falsework bents in lieu of single tiered bents, requiring additional materials and additional man-hours for erection.

Contract Change Order No. 134 “Sub Contractor Escalation” \$ 462,195.20

Due to Department caused delays, the subcontractors were compensated for all the following impacts: Condon Johnson escalation on concrete, labor, fuel price, and steel price, CTM escalation on labor and fuel, Bay Cities escalation on material (oil) and labor, Bay Area Reinforcing escalation on steel and labor, and Avar material and labor escalation. This change order exclude impact costs relating to Bleyco.

Contract Change Order No. 134-1 “Sub Contractor Escalation-Bleyco” \$311,525.00

Due to Department caused delays, the subcontractor, Bleyco was compensated for material and labor escalation.

Contract Change Order No. 135 “Labor Inefficiency and TRO Settlement” \$ 2,008,500.00

Over the first four years of construction from 2002 through 2005, the project realized significant Department caused delays due to numerous differing site conditions, heat of hydration issues with lightweight concrete, railroad delays concerning required falsework openings and site distances and delays to the main span bridge, which required coordination with this project. By January of 2006 the project had incurred approximately 480 working days of delay or close to 2 years.

This Contract Change Order acts to resolve CC Myers' delay and impacts costs incurred prior to February 1, 2006.

Contract Change Orders under \$200,000—Total \$1,705,810.96

2. Overrun of Contract Items & CCOs- Total \$1,787,949.10

Due to unexpected issues that occurred during the project, 14 bid items have experienced overruns over 125%. In addition, force account and unit price CCO have experienced overruns due to an underestimation of the work.

The total cost of Contract Items overrun to date: 1,626,677.34

The total cost of Contract Change orders overrun to date: 161,271.76

Since the last funds request, the combined amount of the Contract Item and Change order overruns has increased \$438,202.92. In addition, at the time of the previous funds request there was a negative contingency balance of 164,171.36. These two amounts (total \$602,374.28) were considered in determining the amount of contingency funds expended since the last funds request.

3. Proposed Contract Change Orders- Total \$810,000

There are 4 proposed contract change orders that are less than \$200,000 in cost and are relevant to providing a functioning electrical system. The estimated total cost is \$310,000.

Contract Change Order No. 147 “Fiber Optic Trunk line Cable (FTC) \$200,000

As directed by Engineering Maintenance-Toll Bridge and Electrical Systems, additional change order work is required for the fiber optic trunkline cable and communications system that spans across new Benicia Bridge back to New Toll Plaza TOS Hub Room.

Contract Change Order No. 149 “Bayshore Restoration” \$ 300,000

Modify the existing grade of the Bayshore Amports Parking lot such that it is a level extension of the existing parking lot, as it was preconstruction and as shown on the Contract Plan contours. Pave the Amports parking lot to its preconstruction limits. Modify the drainage system at the parking lot location, by providing additional drainage features to distribute the new water flow conditions created by the new structures.

4. Anticipated Changes / Issues- Total \$2,100,000

Anticipated Contract Change Order “Coordination of SCADA and Call Box System” \$100,000

In order to coordinate the State Furnished call boxes with the SCADA system, the Contractor has provided support beyond the requirements of the Contract. This work may impact the Contractor's ability to complete the remaining work on schedule.

COZEEP and RR Flagging \$2,000,000

The allotment provided by State Furnished Materials (SFM) was \$160,000 for COZEEP and RR Flagging. To date, the expense for COZEEP and RR Flagging has been \$1,900,000. Additional funds are needed to replenish the SFM balance for COZEEP and RR Flagging so that other SFM allotments can be expensed. In addition, the anticipated CCO work for the Bayshore Rd Restoration will require additional expenses for COZEEP and RR Flagging. Therefore the Department's estimated total cost for the COZEEP and RR Flagging expenses is estimated at \$2,000,000

REPLENISH CONTINGENCY BALANCE:

This will be used to maintain the contingency for the completion of the project. This amount is based upon the remaining work in accordance with Section 3-03 of the Construction Manual located under “Procedures for Obtaining Additional Funds,” Item 2, “The estimated probable final expenditure is to include a reasonable contingency, ordinarily proportionate to the amount of work remaining to be done.”

$$\$6,635,421 \text{ (Original contingency)} \times 2 \% \text{ (work remaining)} = \$ 132,708.42$$

POSSIBLE ISSUES

Item Adjustments- \$500,000

Two Items are anticipated to be less than 75% of the estimated contract quantity. It is anticipated that the Contractor will request item adjustments for these items

SUMMARY OF SUPPLEMENTAL FUND REQUEST:

This request for supplemental funds will finance the cost of the pending contract change orders, replenish the State Furnished Materials allotment, will provide for anticipated exposure and will replenish the contract contingency fund. The requested supplemental funds will keep the project's contingency balance fiscally healthy for the duration of the contract, barring any unforeseen major changes to the remaining work. It is therefore requested that additional funds, in the amount of **\$ 4,400,000** be provided immediately in order to complete the work as indicated in this request.

Pending the contractor's review and acceptance of the PFE, this project may request additional funds.

TRADE-OFFS / ALTERNATIVES

Delete the electrical change order work. The extra work remaining is required to provided for functional contract item work. This work would have to be deferred to another contract. The completion of this work would impact the time of completion, operation and testing of theTOS system and the installation of Security cameras on the bridge.

Eliminate Bayshore Rd Parking lot restoration work from this contract. Defer this work to another contract. This work is being done to restore the temporary construction easement from Amports back to its original state. This alternative may not provide the timeliest construction. As a result the Amports lot will be unusable by the owner until Spring 2008. Also given that the drainage of the area has been impacted the adjacent roadway and parking lots may be adversely affected by the drain discharges provided by the new bridge structures.

Submitted By:

Martin Mercado	Date
Resident Engineer	
680/780 Interchange Project	

The following have concurred with this request for supplemental funds:

Concurred By:

Peter Strykers	Date
Senior Construction Engineer	
BMB	

David Ambuehl	Date
Construction Manager	
BMB, CB	

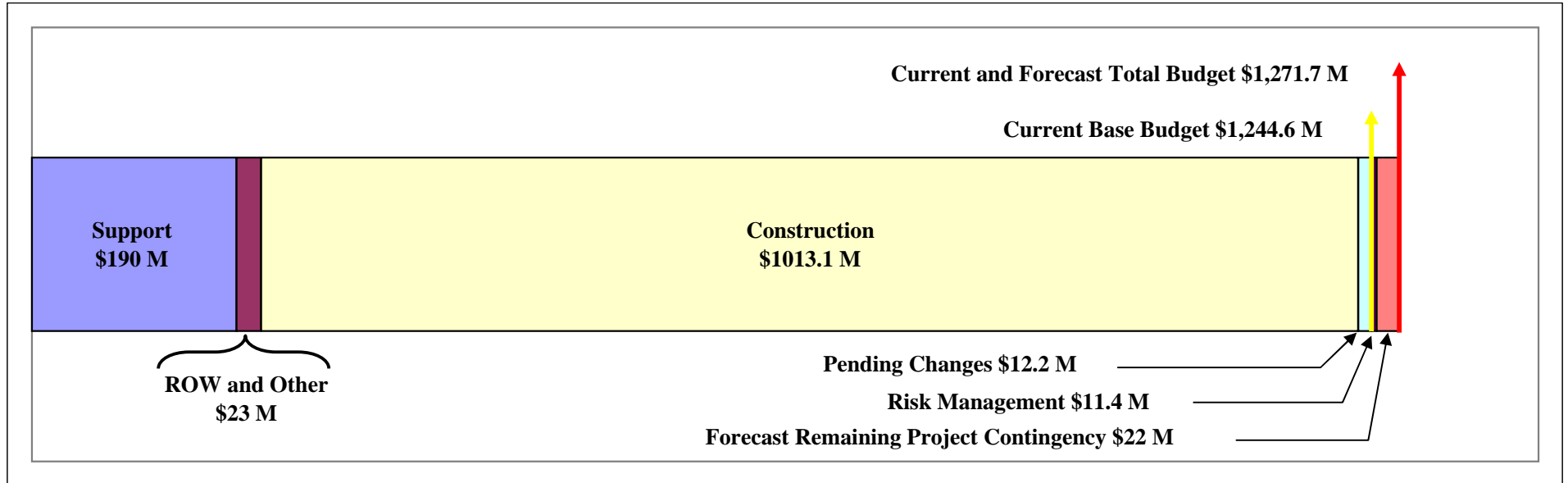
Mike Forner	Date
District Division Chief	
SFOBB-W, BMB, RSRB, CARQ	

Attachment 1
New Benicia-Martinez Bridge Project
Detailed Contract Breakdown

	04-006034 New Bridge	04-006044 New Toll Plaza	04-006054 Marina Vista Interchange	04-006064 680/780 Interchange	04-0060A4 Modify Existing Bridge	04-0060C4 Replacement Planting	04-4A7404 BASE Cameras	Capital Outlay Support	Other CO Construction	CO ROW and Other	Total
Status	Accepted	Accepted	Accepted	Construction	Construction	Design	Advertised				
Completion Date	October-07	May-07	April-07	December-07	December-09	tbd	tbd				
Contract Status	No major additional claims expected.	\$3.5 million in delay and electrical claims	No major additional claims expected.	\$4.4 million in delay and electrical claims	\$20.5 in contract contingency and additional budget capacity from the low bid.	Revised estimate is \$4.5M, BATA requests reducing scope and cost to \$3.5 M	tbd				
Current Contract Budgets	\$ 769,885,000	\$ 26,300,000	\$ 59,640,000	\$ 98,844,000	\$ 58,651,417	\$ 1,458,000	\$ 2,000,000	\$ 190,022,253	\$ 14,882,000	\$ 22,960,000	\$ 1,244,642,670
Available Contract Contingency	\$ 11,450,538	\$ 3,797,734	\$ 3,644,240	\$ 360,013	\$ 3,971,298	\$ -	\$ 100,000	\$ -	\$ 1,245,538	\$ -	\$ 24,569,360
Pending Changes	\$ (2,650,000)	\$ (3,500,000)	\$ (400,000)	\$ (3,500,000)	\$ -	\$ (2,100,000)	\$ -	\$ -	\$ -	\$ -	\$ (12,150,000)
Contract Risk Management	\$ (5,500,000)			\$ (900,000)							\$ (6,400,000)
Additional Budget Capacity					\$ 10,995,119						\$ 10,995,119
Net Available Contract Contingency	\$ 3,300,538	\$ 297,734	\$ 3,244,240	\$ (4,039,987)	\$ 14,966,417	\$ (2,100,000)	\$ 100,000	\$ -	\$ 1,245,538	\$ -	\$ 17,014,479
Proposed Fund Transfers											
1. 006034 to 006064	\$ (3,300,000)		\$ (1,100,000)	\$ 4,400,000					\$ -	\$ -	\$ -
2. 006054 to 0060C4			\$ (2,100,000)			\$ 2,100,000			\$ -	\$ -	\$ -
Total Transfers	\$ (3,300,000)	\$ -	\$ (3,200,000)	\$ 4,400,000	\$ -	\$ 2,100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Revised Contract Budgets	\$ 766,585,000	\$ 26,300,000	\$ 56,440,000	\$ 103,244,000	\$ 58,651,417	\$ 3,558,000	\$ 2,000,000	\$ 190,022,253	\$ 14,882,000	\$ 22,960,000	\$ 1,244,642,670
Project Risk Management								\$ 5,000,000	\$ -	\$ -	\$ 5,000,000
Total Forecast and Revised Budget	\$ 766,585,000	\$ 26,300,000	\$ 56,440,000	\$ 103,244,000	\$ 58,651,417	\$ 3,558,000	\$ 2,000,000	\$ 195,022,253	\$ 14,882,000	\$ 22,960,000	\$ 1,249,642,670
Note 1 Total Budget reduced by \$2.35 million due to reduced SHOPP funding from low bid on Existing Bridge Modification Contract.									Remaining Project Contingency \$ 22,008,747		
									Total Project Budget \$ 1,271,651,417		

New Benicia-Martinez Bridge Project

Budget and Forecast Breakdown



Current Total Budget			Forecast Budget		
Support	\$	190,022,253	Support	\$	190,022,253
ROW and Other	\$	22,960,000	ROW and Other	\$	22,960,000
			Construction		
			Prior Approved	\$	1,013,110,417
			Pending Changes and Transfers	\$	12,150,000
			Contract Risk Management	\$	6,400,000
Construction	\$	<u>1,031,660,417</u>	Subtotal Construction	\$	<u>1,031,660,417</u>
Subtotal Base Budget	\$	<u>1,244,642,670</u>	Subtotal Budget	\$	<u>1,244,642,670</u>
			Project Contingency		
			Project Risk Management	\$	5,000,000
			Remaining	\$	<u>22,008,747</u>
Project Contingency	\$	<u>27,008,747</u>	Subtotal	\$	<u>27,008,747</u>
Total	\$	<u>1,271,651,417</u>	Total	\$	<u>1,271,651,417</u>
<p>Note</p> <p>1 Total Budget reduced by \$2.35 million due to reduced SHOPP funding from low bid on Existing Bridge Modification Contract.</p>					

**ITEM 7: DUMBARTON & ANTIOCH
BRIDGES**

a. Update

TO: Toll Bridge Program Oversight Committee **DATE:** December 6, 2007
(TBPOC)

FR: Andrew Fremier, BATA Deputy Executive Director

RE: Agenda No. - 7a
Dumbarton/Antioch Bridges
Item- Update

Recommendation:

For Information Only

Cost:

N/A

Schedule Impacts:

N/A

Discussion:

At the TBPOC meeting on September 19, 2007, a comprehensive status update was given on the Dumbarton and Antioch bridge seismic retrofit evaluations. Since September, work continues on the iteration of the computational models and focusing on areas of the individual bridges where the earthquake demands exceed the bridges' capacity to withstand these demands.

Progress has been made on the development of the seismic retrofit criteria for each bridge and a range of retrofit criteria alternatives for each bridge has been developed. In order to keep the design teams focused, and to advance the current schedule, a decision has been made to focus on a "no collapse" alternative for the Antioch Bridge and an "intermediate retrofit" for the Dumbarton Bridge, which will have the bridge open to traffic in 1 to 3 months.

The current schedule, which outlines specific products to be completed, leading to the finalization of the retrofit strategy reports in March 2009, is attached for your reference. In March 2009, both bridge retrofit projects will be at approximately 40% of the structures PS&E. The attached schedule shows the Project Reports (PR) and Environmental Documents (ED) for each bridge starting in July of 2008 and completed by December 2009. PS&E would begin, at risk, in April 2009 and be

Memorandum

completed for each bridge by the end of 2010. Beginning the PR and ED well before the final retrofit strategy reports, as well as, beginning PS&E at risk, are both ways of advancing the schedule.

The design teams have requested the physical testing of the bridge components. The testing costs for the Dumbarton and Antioch Bridges are estimated at \$2.4 M and \$1.0 M, respectively. The information gained from the testing will let the designers know if the retrofit strategies developed for elements of the bridges will work as intended, as well as, yield a more refined capital cost estimate. However, the testing costs requested above were not included in the Project Study Report's (PSR's) for each bridge. Therefore, if this testing is performed, additional funding support for these projects will be required. The progress of these projects will be jeopardized if additional funding cannot be secured for the 08/09 FY.

Given the current schedule, BATA proposes that some of their on-call design service contracts be utilized jointly by the team to provide rough cost estimates over the next couple of months given the knowledge that is already known about the Dumbarton and Antioch Bridges. Once rough cost estimates have been produced, discussion about potential legislation and the capital funding of these retrofit projects can be undertaken.

Attachment:

Antioch/Dumbarton Bridge Baseline Schedule, Seismic Retrofit Strategy

Date 11/14/2007

Antioch/Dumbarton Bridge Baseline Schedule

Seismic Retrofit Strategy

Date 11/14/2007

		Start PSR Phase				Start Geotechnical Investigations				Strategy / Type Selection				Start Cost-Schedule Analysis								
		01/06				01/07				01/08				01/09				01/10				
Milestone:	Quarter:	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
PSR Phase																						
Vulnerability Study Approval																						
Finalize the PSR (Funding Document)																						
Begin Retrofit Strategy Study																						
Geotechnical Investigations																						
Modeling and Analysis - As-built *																						
Draft As-built Analysis Report incl. Testing *																						
Value Analysis Schedule																						
Modeling and Analysis - Retrofit																						
Draft Strategy Alternatives																						
Alternatives a and d for each bridge																						
Alternatives b and c for each bridge																						
Final Strategy Report and Retrofit Cost Estimate																						
Alternatives a and d for each bridge																						
Alternatives b and c for each bridge																						
Final Retrofit Strategy Report																						
Project Report and Environmental Documents																						
Produce PR and ED																						
Complete 100% PS&E																						

(April 09 to Dec 10)

(April 09
to Dec 10)

Notes:

* Consultant contract on steel box super structure is critical to this deliverable

Funding for production of Project Report and Environmental Documents has not yet been identified

ITEM 8: OTHER BUSINESS

No Attachments